

the Bench and Bar of Canada. He referred also to the re-adjustment of the tariff of costs of solicitors to modern conditions, and the proposal to bring together more closely the educational work of the Law Society with that of the University of Toronto.

Mr. N. S. Morden, in proposing the toast of the County Judiciary, referred to the protection afforded to the members of the medical profession at the cost to them of about \$2.00 a year each, while, as he claimed, the legal profession were not protected though the members paid about ten times that amount.

Colonel Lazier, as Master in Chancery, replied to the toast and attributed much of the good feeling that existed between Bench and Bar to the quarterly social gathering of the members.

The toast of "Our Guests" was acknowledged by Mr. Hugh E. Rose, K.C., whose father, the late Mr. Justice Rose, spent several years of his early career in Belleville; Mr. A. B. Colville of Campbellford, Mr. A. A. McDonald, and Mr. Emerson, the veteran Official Court Reporter. Among others present who contributed to the enjoyment of the evening were: Mr. Mallon, inspector of legal offices; Mr. E. G. Porter, K.C., M.P.; Sheriff Morrison, Mr. J. F. Wills, Mr. E. J. Butler, Mr. N. Carney, Mr. M. Wright, and Mr. W. Jeffers Diamond.

Mr. F. E. O'Flynn ably filled the position of vice-chairman, and excellent speeches were made by the younger members of the profession, especially Mr. R. D. Ponton, Mr. N. Jones, Mr. P. M. Anderson and Mr. E. T. O'Flynn.

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### United States Decisions.

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**MORTGAGES.**—Foreclosure: The rule that a debtor making voluntary payments may specify upon which debt they shall be applied, does not apply to the application of the proceeds of sale of mortgaged property.—*Bank of Defiance v. Ryan*, Iowa 123 N.W. 940.

**LANDLORD AND TENANT.**—Injury to Tenant's Goods: A landlord in a lease held not liable for leakage of the roof simply because the roof was in bad condition ascertainable by the exercise of ordinary care. *Pratt, Hurst & Co. v. Tailer*, 119 N.Y. Supp. 803.—Lease: The leniency of a landlord in not insisting on prompt payment of the rent does not constitute a waiver of his right to forfeit lease for non-payment.—*O'Connor v. Timmermann*, Neb. 123 N.W. 443.