

DIARY FOR FEBRUARY.

3 SUNDAY	Shrovetide	
4 Monday	Hilary Term commences	
6 Tuesday	Chancery Exam. Term, Toronto, commences	Last day for notice for Sandwich and Whitby
8 Friday	Paper Day, Q. B.	
9 Saturday	Paper Day, C. P.	
10 SUNDAY	Quinquagesima	
11 Monday	Paper Day, Q. B.	
12 Tuesday	Shrove Tuesday	Paper Day, C. P. Last day for notice Chancery Exam. Chatham and Cobourg
13 Wednesday	Ash Wednesday	Paper Day Q. B. Last day for serving writ for County Court
14 Thursday	Paper Day, C. P.	
16 Saturday	Hilary Term ends.	
17 SUNDAY	1st Sunday in Lent	
19 Tuesday	Chancery Ex. Term, Sandwich and Whitby, commences	Last day for notice London and Belleville
21 Thursday	2nd Sunday in Lent	Last day to declare County Court
23 Saturday	Chancery Ex. Term, Chatham and Cobourg, commences.	
24 SUNDAY	Sittings of Court of Error and Appeal commences.	
25 Monday		
26 Tuesday		
28 Thursday		

IMPORTANT BUSINESS NOTICE

Persons indebted to the Proprietors of this Journal are requested to remember that all our past due accounts have been placed in the hands of Messrs. Paton & Arday, Agents, Barrie, for collection, and that only a prompt remittance to them will save costs.

It is with great regret we find that the Proprietors have adopted this course; but they have been compelled to do so in order to enable them to meet their current expenses, which are very heavy.

Now that the usefulness of the Journal is generally admitted it would not be unreasonable to expect that the Profession and Officers of the Courts would accord it a liberal support, instead of allowing themselves to be sued for their subscriptions.

TO CORRESPONDENTS—See last page

The Upper Canada Law Journal.

FEBRUARY, 1861.

NOTICE.

Subscribers desirous of availing themselves of the discount of one dollar on the subscription money to the Law Journal, are reminded that in order to secure the discount payment must be made on or before 1st March proximo. The terms are \$4 per annum for one year's subscription, if paid on or before 1st March—otherwise \$5, without abatement.

ADMINISTRATION BONDS.

Liability of Sureties.

It is seldom if ever that intending sureties, before executing bonds, examine their contents with a view to determine the nature or extent of the responsibility which they are about to incur. This remark is perhaps more true of administration bonds than of bonds of any other kind.

The signing of an administration bond is deemed "a mere matter of form," and the giving of it is in general looked upon simply as an act of kindness to a friend. Little is ever afterwards thought of the liability incurred until in all probability the commencement of a suit. Then the "mere matter of form" assumes the proportions of "a dread reality," and every effort is made to frustrate its legitimate effect.

We purpose to make some observations on the nature and effect of an administration bond, and incidentally on the liability of those who become parties to it.

The administration bond owes its origin to two English statutes, the one (21 Hen. VIII cap. 5, s. 3) which directed the Ordinary, the person then authorised to grant administration, "taking surety of him or them to whom shall be made such commission;" and the other (22 & 23 Car. II. cap. 30, s. 1) which further provided that "all Ordinaries, as well as the Judges of the Prerogative Courts of Canterbury and York for the time being, as all other Ordinaries and Ecclesiastical Judges, and every of them having power to commit administration of the goods of persons dying intestate after 1st June, 1671, of the respective person or persons to whom any administration is to be committed, take sufficient bonds, with two or more able sureties, respect being had to the value of the estate, in the name of the Ordinary."*

"The condition of the bond, which to this day is little altered, was required to be in the following form:

The condition of this obligation is such, that if the within bounden A. B., administrator of all and singular the goods, chattels and credits of the said deceased, do make, or cause to be made, a true and perfect inventory of all and singular the goods, chattels and credits of the said deceased, which have or shall come to the hand or possession or knowledge of him the said A. B., or into the hands and possession of any other person or persons for him, and the same so made do exhibit or cause to be exhibited into the registry of — Court, at or before the — day of — next ensuing. And the same goods, chattels and credits, and all other the goods, chattels and credits of the said deceased, at the time of his death, which at any time after shall come to the hands or possession of the said A. B., or into the hands and possession of any other person or persons for him, do well and truly administer, according to law. And further, do make or cause to be made a true and just account of his said administration, at or before the — day of —. And all the rest and residue of the said goods, chattels and credits, which shall be found remaining upon the said administrator's account, the same being first examined or allowed by the Judge or Judges for the time being of the said Court, shall deliver and pay unto such person or persons, respectively, as the said Judge or Judges by his or their decree or sentence, pursuant to the true intent and meaning of this act, shall limit and appoint. And if it shall appear that any last will or testament was made by the said deceased, and the executor or executors therein named do exhibit the same into the said Court, making

* These acts were made perpetual by the stat. 1 Jas. II., cap. 17.