

The old French version is as follows :

“Vous jurez, que bien & loialment ser-vires a nostre Seigneur le Roy et son poeple en loffice de Justice, et que loialment conseilleres nostre Seigneur le Roy en sez besoignes. Et que vous ne conseilleres ne assentires a chose que luy purra tourner en damage ou desheriteson per queconque voye ou colour. Et que vous ferrez owel ley et execution de droit as toutez ses subgettez riches et povrez sauns avoir regard a quelconque person. Et que vous ne prendrez per vous ne per autre en prive nen apert don ne reward dor ne daigent ne dautre chose queconque, que a vostre profit pourra tournir, sil ne soit manger ou boire & ceo de petit value, de nul home qui avera plee ou proces pendaunt devaunt vous, taunt come cel proces sera issint pendant, ne apres pur cel cause. Et que vous ne prendres fee, tanque come vous serres Justice, ne robes de nul home grande ne petit, si non de Roy mesmes. Et qe vous ne dirrez conseil ne avyz a nulle grande ne petit, en nul cas ou le Roy est partie. Et en cas que ascuns de quel estate ou condition quils soient, veignent devant vous en vos sessions a force & armes ou autrement contre la peas, ou contre la forme del estatut ent fait, pur distourber execution del commune ley, ou pur manascer ley gentz que ils ne purraient poursuivre la ley, qe vous ferrez arrester lour corps, & mettre en prison. Et en cas quils soient tielx que vous ne lez poez arrester, qe vous certifies le Roy de lour nouns & de lour misprison hastivement, issint qe il puisse ent ordeigner remede covenable. Et que vous ne maintiendres, per vous ne per autre en prive nen apert, nul plee ne nul querele pendant en le court le Roy naillours en pais. Et qe vous ne declarez a nully come droit per lettres du Roy ne de nully autre ne per autre cause queconque. Et en cas que ascuns lettres vous veignent contrariez a la ley, que vous ne ferresriens per tielx lettres, eyens certifies le Roy de ceo, & irrez avaunt, pur faire la ley, nient contres-teantz mesmes les lettres. Et que vous ferres & procurez le profit du Roy & de sa corone ove toutes les choses ou vous le purres faire resonablement. Et en cas que

vous soies trove en defaute desorenevant en nul des pointes avant ditz, vous serres en la volunte du Roi du corpz terres & davoir, de faire eut que luy plerra. Si Dieu vous eide & toutes seyntes.”

This was the form recently used here in swearing in the new Judges of the Superior Court, of course, omitting the last three words.

RETENTION OF MONEYS BY INSOLVENTS.

A decision, *In Re Warmington*, rendered by Mr. Justice TORRANCE on the 30th of September, will, we believe, have an excellent effect. One Warmington gave the usual notice of a meeting of creditors to appoint an assignee, and before the meeting took place he received, in the course of business, a sum of \$176, a part of which (\$143) he refused to pay over to the assignee, when one had been appointed. It was admitted that he had received this sum, but the insolvent pretended that because he had received it before the appointment of the assignee, he was not bound to pay it over. This pretension was, of course, summarily set aside by the learned judge, and the bankrupt ordered to pay over the money on pain of imprisonment.

MEETINGS OF CREDITORS UNDER THE INSOLVENT ACT.

A point of some interest under the Insolvent Act has been decided by Mr. Justice TORRANCE, *In Re Andrew Macfarlane*. The question was whether the proceedings of an adjourned meeting of creditors under the Insolvent Act were legal. The original meeting had been convened in due form by the notices required by the Act, but these notices had not been repeated previous to the adjourned meeting. Mr. Justice TORRANCE, on the 30th September, sustained the validity of the proceedings.

ASSIGNMENT BY PARTNERSHIP.

The question whether an assignment by a firm gives the assignee possession of the