

be a most painstaking, able and impartial judge. It is not inappropriate that the best of our judges in the West, transplanted from the extreme East, should succeed the most able jurist of our premier Province in the position he held in the highest court of the Dominion. His removal will be a great loss to Manitoba, but a gain to the country at large.

Mr. Justice Killam was born in Yarmouth, N.S., Sept. 18, 1849. He was a prizeman at the University of Toronto, and in that city received also his legal education. He was called to the Ontario Bar in 1877, and after practising a few years in that Province removed to Manitoba, residing in the City of Winnipeg, one of the ridings of which he represented at the time of his elevation to the Court of Queen's Bench in February, 1885. On the retirement of Chief Justice Taylor he was, with the unanimous approval of the Bar of the Province, appointed his successor.

ORIGIN OF CONTRACT IN ROMAN LAW.

While Sir Henry Maine's contention that "neither ancient law, nor any other source of evidence, discloses to us Society entirely destitute of the conception of Contract" (a) is probably correct, yet no one may expect to find a measurably complete system of conventions in existence at an earlier period in social development than the decline of the regal period in Roman history.

Contract arises from the commercial relations necessarily existing between men in civilized Society; and Trade, as we know it, began its history in the above-mentioned epoch (b). It is quite true that a system of transfer of commodities is to be found at the very dawn of social life. For instance, we learn in the Iliad (c) that "the long-haired Greeks bought, from the Lemnian ships, wine—some for bronze, some for gleaming iron, some with hides,

(a) Maine's *Ancient Law*, p. 312. The oldest embodiment of positive law, the Code of Hammurabi (circa 2250 B.C.), discovered at Susa recently, shews that the Babylonians at that time had made remarkable strides towards an organized law of Contract.

(b) "Trade is throughout the result of an express or implied contract." Hare on Contracts, cap. 1, p. 11.

(c) Bk. vii. 472.