DIARY FOR OCTOBER.

2. SUN. *16th Sunday after Trinity.*
9. SUN. *17th Sunday after Trinity.*
15. Sat... Law of England introduced into Upper Canada, 1792.
16. SUN. *18th Sunday after Trinity.*
18. Tues. *St. Luke Evangelist.*
23. SUN. *19th Sunday after Trinity.*
28. Frid. *St. Simon and St. Jude.*
30. SUN. *20th Sunday after Trinity.*
31. Mon. *All Hallow Eve.*

The Local Courts' AND MUNICIPAL GAZTTEE.

OCTOBER, 1870.

PROCEEDINGS AT MUNICIPAL COUNCIL MEETINGS.

The routine of proceedings at meetings of Municipal Councils is in general so well known to and followed by members, that it is somewhat unusual to hear of an exception to the general rule.

Such a case however came before the Court of Chancery lately, on a motion to test the validity of a by-law of the Municipality of the Township of Brock, authorizing the granting a bonus to the Toronto and Nipissing Railway Company.

One of the questions before the court was, whether the by-law was duly passed by the Council. Upon the subject coming up for discussion before a full Council of five members, including the Reeve, it was moved by one member and seconded by another, "that the by-law be now read a third time and passed, and that the Reeve sign the same, and cause the seal of the Corporation to be attached thereto, and that it become a by-law for the purposes therein mentioned." It then appeared, as stated in the minutes of the Council, that—

The above motion was read from the chair by the Reeve.

Mr. Amey, a member of the Council, here requested the Reeve to put the motion.

The Reeve stated that before he put the motion it required careful consideration. It was a matter of great importance to the people of Brock, and as such there was no hurry. If necessary, he would sit there for a week, before putting said motion.

Mr. Amey then demanded the yeas and nays, and insisted on the Clerk taking the same.

The Reeve here demurred, and would not permit it. Nevertheless, Messrs. Amey, Carmichael and Brethour voted yea.

The Council then adjourned to the 18th December, 1870.

All of which amounted to this: a motion was in the hands of the Reeve for the passing of the by-law; he remonstrated against precipitancy, which, as the learned Chancellor remarked in his judgment, he had a right to do, and refused to put the motion, which he had no right to do; and thereupon a majority of the Council gave their votes in favor of passing the by-law. In fact the only thing wanting, to make all the proceedings regular, was, that the motion should have been put to the Council through the Reeve. But this he did not do, either from ignorance of his duty or a perverse disregard of it.

The Municipal Act provides for the case of the death or absence of the head of the Council, but says nothing of the case of his refusing to perform his duties,—perhaps not choosing to contemplate the possibility of such a case occurring. But the essential requirement of the statute is, that the will of the majority shall govern; and where that is clearly expressed, though not in the most formal manner, the intention of the majority will be carried out in all proper cases.

As to the course taken by the majority of the Council on this occasion, though they might have acted differently, and possibly with more apparent attention to form (as was taken in another case somewhat similar), the learned Chancellor remarked:

"I cannot say that they misapprehended their position; they had to choose between taking the course they did take, and allowing their functions as a deliberative and legislative body to be virtually paralysed at the will of one of their own body. What they did was *ex necessitate rei*. In my judgment, they rightly decided not to abdicate their functions because their presiding officer had most improperly abdicated his."

In the case we have spoken of as somewhat similar to this (*Preston* v. *Township of Manvers*, 21 U. C. Q. B. 626), the by-law appeared to have been already passed, and the refusal of the Reeve was to sign it, and to put the corporate seal to it. It was then moved that he should leave the chair, which he did, either without objecting, or protesting, the affidavits differing upon that point; and thereupon the Deputy Reeve was placed in the chair; and he, as stated in the judgment, by the direction of the Council, signed the by-law and put the township seal to it. The by-law was held to

be valid, the court designating the conduct of the Reeve as capricious or obstinate, and holding the remaining members of the Council to be "quite justified in requiring the Deputy Reeve to do what the Reeve previously refused to do."

ATTACHMENT OF DEBTS.

We direct our Division Court readers to the case of *Brown* v. *McGuffin*, reported in other columns, as to the effect of an assignment of the debt sought to be attached and how far this is affected by notice to the garnishee.

Now that jurisdiction is given to Division Courts in matters of this kind, cases on the subject which formerly were of interest to lawyers alone are now of importance to those whom we now address. The cases deciding the leading principles which govern the Superior Courts and which are therefore in point in the Local Courts, will be found in Mr. O'Brien's book of notes on the last Act. We shall give our readers the benefit of any new cases on the subject.

The recent enactment is found to be very beneficial and on the whole to work well, and none the less so as the jurisdiction of the Division Courts in this matter is more ample than that of any other Court.

SELECTIONS.

CONTRABAND OF WAR.

The war between France and Prussia will make it ncessary for commercial lawyers to rub up their old lore on the subject of "contraband," a topic of much import to shippers, ship-owners, and insurers. The decision whether any particular cargo of goods is or is not contraband of war lies theoretically as well as practically with the Prize Court of the capturing power, whose decision is a decision *in rem*, and not to be impugned in any court. It will be remembered that though a foreign judgment *in personam* may be reviewed, a foreign judgment *in rem* may not. There has indeed been a disposition on the part of the present Lord Chancellor, among other judges, to hold that even a foreign judgment *in rem* may be reviewed if on its face it has proceeded on a gross disregard of the comity of nations (see *Simpson* v. *Fogo*, 11 W. R. 418; and the report of *Castrique* v. *Imrie*, in the Exchequer Chamber, 9 W. R. 455); but it is in a high degree improbable that a foreign Prize Court decision would ever be disregarded by any of our courts. Indeed apart from their being decisions *in rem* there appears to be a sort of understanding that Prize Court decisions are conclusive on the matters before them. When we speak of a Prize Court decision being unquestionable in the court of another power we shall of course be understood as meaning unquestionable for the purposes of questions arising in the foreign court and hinging upon the question decided in the Prize Court, as, for instance, in insurance matters.

Contraband may be confiscated by the captor, beyond which there is this further consequence, that any insurance upon it is void. A contract to insure contraband is void, because it is a contract to export under circumstances which render the exportation illegal, and if the act be illegal, an insurance to protect the act is illegal likewise.

At the present moment all sorts of questions are being asked as to whether or not this, that and the other is contraband of war. Without following Grotius into his three classifications of munitions of war, goods applicable for pleasure and not for war, and goods of a mixed natrue (*ancipitis usus*), we will state as shortly as we can the present acceptation of the subject. All muniments of war conveyed to a belligerent are of course contraband; also all goods conveyed to a blockaded port. As to what is or is not a blockaded port, it is material to notice the 4th article of the French Emperor's proclamation, that "blockades, in order to be binding, must be effectual; that is, they must be maintained by a force really sufficient to prevent the enemy from obtaining access to the coast." This merely expresses what has been decided in our own English courts. Two things are necessary to constitute a blockade binding on neutrals; first, that it should be notified to their country; and, secondly, that there should be really a substantial blockade. It is not enough for a belligerent to proclaim a blockade which he cannot maintain, but of course a blockade does not necessarily cease to be a blockade because one or two vessels manage to run the gauntlet. The blockading power is entitled to consider its notification of a blockade to the Government of a neutral power as a notification to all the subjects of that power. But it seems that, with reference to the validity of an insurance, there is no such rule, and the knowledge of the insurers is a question of fact to be determined (Lord Tenterden, in *Harratt* v. *Wise*, 9 B. & C. 717). In *Naylor* v. *Taylor* (ib. 721), a master sailed to a port not knowing whether it was blockaded or no, and not intending to violate the blockade; the policy, also, on the ship was framed upon a doubt whether the blockade would be subsisting by the time the ship arrived out; it was held that the voyage, and therefore the policy, was not illegal. We need not, of course, say that all persons would be regarded as having notice of matters of public notoriety.

As to goods in general, no hard and fast definition of contraband is possible. The doctrine of "occasional contraband" (*i. e.*, that destination, &c. &c., may make anything contraband) has, indeed, been found fault with

by some text writers, but may be regarded as established in modern use. For the purposes of the present war, it must be assumed that all sorts of things may be contraband according to their destination, the exigencies of the belligerent at the port to which they are addressed, and a hundred other varying circumstances. Coal, for instance, may fairly be considered contraband if conveyed to a port in which belligerent steam-rams are lying. Resin, rope, and other articles capable of being "naval stores" may be contraband when shipped for a belligerent dockyard port. Horses may be contraband if shipped out to be landed for belligerent use. Provisions may be contraband if intended for the same end (some writers have maintained that such necessaries ought to be incapable of being contraband, but that is not the rule now at any rate). Some articles are from their nature more capable of being contraband than others; thus it is very easy to understand the circumstances under which a cargo of saltpetre might be contraband, but (except, of course, as exported from or imported into a blockaded port) it is almost impossible to conceive how a cargo of violins could be contraband.

It may be useful to give a few notes of "contraband" cases decided by our own Courts during the last French war.

In *The Jonge Margaretha* (1 Rob. 193), Sir W. Scott (afterwards Lord Stowell) observing that provisions "generally are not contraband, but may become so under circumstances arising out of the particular situation of the war, or the conditions of the parties engaged in it," held that a cargo of cheese shipped by a Papenberg merchant from Amsterdam to Brest was contraband, Brest being a naval arsenal of France, in *The Zelden Rust* (6 Rob. 93), a cargo of cheese shipped from Amsterdam to Corunua was held contraband, Corunna being, "from its vicinity to Ferrol, a place of naval equipment, almost identified with that port." In these cases notice was taken of the fact that the cheese was of the quality served out in the French navy. But in *The Frau Margaretha* (6 Rob. 92) similar cheese shipped from Amsterdam to Quimper was held not contraband, on a presumption that Quimper, though near Brest, was sufficiently remote for carriage purposes to rebut a presumption of the cheese being destined thither. In *The Range* (6 Rob. 127), it appearing that a cargo of biscuit for Cadiz was shipped under false papers, and had come from the public stores at Bordeaux, both ship and cargo were condemned. In *The Edward* (4 Rob. 69) wine was seized in a Prussian ship, ostensibly bound from Bordeaux to Embden, but hovering near the French coast. Here the Court examined the ship's log, and arriving, by the assistance of the Trinity Elder Brethren, at the conclusion that the intention was to get into Brest condemned the cargo.

In *The Charlotte* (*Nock*) (5 Rob. 275), Swedish copper, in sheets, but not adapted for ship-sheathing, was held not contraband. In *The Graeffen Van Gottland* (H. of L. not reported), a shipment of masts in a Russian ship for Cadiz, was condemned. The latter decision was commented on in the judgment in *The Charlotte* (*Koltzenburg*), 5 Rob. 305, in which a cargo of masts in a Russian ship for Nantes (a mercantile port), was condemned, the Court holding that with regard to an article such as masts, the character of the port of distinction was immaterial, since even in a mercantile port masts might be fitted into privateers (but note that privateering is not on foot as between France and Prussia). In *The Twee Geffrouwen* (4 Rob. 242), Sir William Scott laid it down that pitch and tar are universally contraband "unless protected by treaty, or unless it is shown that they are the produce of the country from which they are exported." Similarly, in *The Neptunus* (Rob. 108) it was held that sailcloth is universally contraband, even when destined for ports of mere mercantile equipment.

We may also remind the reader that as regards *mixed* cargoes, "to escape from the contagion of the contraband, the innocent articles must be the property of a different owner" (Bynkershoek, and see *The Staadt Embden*, 1 Rob. 30). Where a doubtful cargo is seized and afterwards released by the Prize Court, it is a frequent practice to saddle it with the captor's expenses (see *The Gute Gesellschaft Michael*, 4 Rob. 95).—*Solicitor's Journal.*

HUMOROUS PHASES OF THE LAW.

THE CONDUCT OF COURTS.

It is popularly supposed that the study and pursuit of the law are unattractive. It is true that the court room is not a prepossessing apartment. To those unfortunates of our race who seem to have an innate bias toward depravity, its interior must be quite forbidding. It is somewhat awful, even to those unaccustomed litigants who approach it in a harmless way, to contest civil rights. It is peculiarly a bugbear to nervous women. To some sickly ladies the height of human infelicity seems to be an imaginary liability to be dragged to the witness stand. They know they never could live through it. We often wonder that their husbands do not contrive to have them subpœnaed, for the sake of the experiment.

But on more familiar acquaintance, these horrors wear away. The associations of the court room are apt to degenerate into dullness, and its visitants are more prone to gape than to tremble; and yet, to one who is an habitual frequenter of its precincts, its lessons are not unmixed with the humorous. On entering its venerable portals, how quiet and drowsy is the aspect of every thing! The hall is shrouded in a dim, irreligious light; the sun, that usually unblushing orb, seems diffident about looking in upon this mysterious realm of green baize and red tape. Long rows of corpulent books, almost buried in dust, suggest forgotten researches of scholars and jurists. The flies on

the windows are of the fattest and laziest kind —regular chancery suitors; while the spiders that conceal their webs in the recesses of the dome, are marvelously agile and sharp,—complete solicitors in their way. The sheriff's mastiff, sleeping at the door of the prisoners' box, has an extraordinary severe and unfathomable countenance, the opposite of that of his master, who is in most instances a good-natured man. Half a dozen superannuated persons, bearing long and unwieldy poles, flit in a noiseless manner about the room, rendering themselves generally useless and in the way. There is a bald fat man, with spectacles, upon the bench, whose chief occupation seems to be to discomfit one or the other of two thin bald men, with spectacles, at the bar. Directly under the judge's bench sits the clerk, whose principal duties, or rather pleasures, are to make fees, and to construct good citizens out of all sorts of foreign materials in the rough. Close at his elbow, at this moment, sits a prisoner, who with a broad grin on his face is laborously signing his name to a certain paper writing; well may he smile, for it is "his own recognizance" for bail that he is subscribing, and he is doubtless thinking what a "muff" the judge must be to let him off on such easy security. The aged crier, who looks as if he might have come over in the "Mayflower," rises and drones forth his mechanical "oyez," in the same whine that has characterized it ever since the blessings of legal forms dawned upon its perishing race. The lawyers, who really act among themselves as if they are a good sort of fellows, and seem unseasonably happy and jovial for persons having so much on their consciences, are talking and laughing, in no wise dismayed by the caution of the crier's formula. They evidently feel under no more restraint than the disrespectful son, whose father excused his sauciness, on the ground that they were so well acquainted that they said almost any thing they pleased to each other. "Silence in court!" says his honor, rapping the bench with the knife with which he has been peeling an apple while he read the morning newspaper; at the same time looking severely in every direction except that from which the disturbance evidently comes. At this signal, the superannuated persons, bearing poles, agitate themselves out of their somnolency, making great pretense of activity in suppressing an imaginary tumult, and shortly go to roost on their poles again. All this time the hum of the great noisy world outside acts like a soporific on the senses.

"Call the grand jury," says the judge. After they are called and sworn to keep all sorts of secrets, including "their own and their fellows" (and here seems to be a reason why women, in any millenium of female sovereignty, can never act as grand jurors), his honor appoints the most corpulent and inactive one as foreman. Then, after a caution from the old crier to the bystanders to "keep silence on pain of fine and imprisonment" (which seems quite unnecessary, because at this juncture the spectators are always in breathless suspense to learn if it is possible for the judge to say any thing new), his honor rises, and the jury also rise, with unmixed awe and respect imprinted on their countenances, and his honor proceeds to charge them, "with horse, foot and dragoons." It is customary to observe in opening, that although they may properly be supposed to be somewhat familiar with their duties (which is not improbable, considering that the public are thus made acquainted with them three or four times a year), yet it is required of him to make a few general remarks. He then proceeds, at an hour's length, to inform them that they are the conservators of the public peace, and the safeguard of society; that they are selected from the most intelligent and respectable portion of the community to protect their persons and property from the hand of the violent, and to point out the offender to public justice. He then overwhelms them with a sense of their tremendous responsibility, and the solemnity of their position. He then impresses on them the novel theory that no man is so high as to be above, or so low as to be beneath, the reach of the law. He then opens up to them the terrible consequences which would ensue if they should fail to preserve strict secrecy as to their deliberations and proceedings, and gives them a timely caution to be impartial and unprejudiced. He then usually reminds them that their whole duty is pointed out in their oath, which he proceeds to analyze, making each component part the text for a short discourse of say fifteen minutes; but this, as it is merely a repetition of what he has already said, it is unnecessary for us to go through. He then reminds them of the necessity of being utterly devoid of partiality and prejudice. Next he calls their attention to several offences which our legislature have deemed so much more heinous than all others, as to be worthy of specific reprobation, such as vending intoxicating beverages to drunken men, without having paid the state for the privilege; lending money at the rate of interest which the parties think it worth, when it happens to exceed what the state thinks it worth; taking money from a candidate for voting for him when the purchased party would have voted for him in any event, and so forth. These injunctions are undoubtedly most excellent in a moral view, but are never known to produce the slightest practical effect. He then again exhorts them to divest their minds of every thing like partiality or prejudice. And finally he winds up, in a comprehensive, well-rounded and elaborate sentence (usually written beforehand), designed to comprise all that he has said before (with an additional remark about the impropriety of partiality and prejudice), and thus impress it on their minds; and with a bland and soothing reminder of the reliance that the community place upon their unimpeachable and unquestioned and unvarying integrity, intelligence and impartial-

ity, he dismisses them to their secret chamber, under the guidance of one of the paralytics, who descends from his roost for the purpose. The reporters for the press are very busy all this time, and next day the newspapers, with remarkable unanimity, compliment his honor on his able, learned and eloquent "charge to the grand jury." It has been frequently noticed that the said reporters, at or about the same time, are to be seen emerging in a body from some temple of Bacchus conveniently near the temple of justice, with a satisfied expression of countenance; and it has been likewise noticed that the grand jury are entirely oblivious to the fact that the priest of the first-mentioned temple is without orders, or license, notwithstanding its propinquity to the last-mentioned temple.

Next, the clerk calls the petit jury, and the judge if fresh in office, or not looking for a re-election, imposes fines on those delinquents who fail to appear and answer; but such fines are more for show than for service, and are remitted on very trivial grounds. His honor then announces that he will hear excuses from jurymen, who desire to be relieved from the necessity of attendance. These excuses are as various as those of the guests summoned to the feast in the parable, and comprehend every ailing and disability known to medicine from bronchitis to bowel complaint, from piles to paralysis, from corns to consumption. A juror was once excused for the reason that he had no control over his bowels, and was, therefore, unable to sit for any length of time. Immediately succeeding him a juror asked to be excused on the ground that his wife was momentarily expecting to be confined. His request was, of course, granted—the judge, who was a notorious wag, remarking that the difficulty complained of by the first witness seemed quite prevalent in that locality. Deafness is a standing excuse for sitting, and where satisfactorily established, is allowed to prevail. A doubtful instance once arose in northern New York, where the juror alleging that he could hear only with great difficulty, the judge asked him if he did not hear his charge to the grand jury, just delivered? "Why, yes," was his reply, "I heard it, but I couldn't make head or tail of it!"

If any cause is ready for trial, the clerk calls a jury especially for the purpose. Perhaps there are not names enough in the box. "Summon talesman," says the judge. At this announcement there is an evident fluttering amoung the spectators, and if the cause is understood as likely to be tedious or protracted, as many of them as can escape by incontinent flight, while the sheriff singles out those who voted against him, or those against whom for any other reason he holds a grudge.

After the exercise of a good deal of professional finesse, a jury is secured, and the plaintiff's counsel opens the case. This is an admirable opportunity for the exercise of the imaginative faculties, for the jury, if the case is strikingly and glowingly presented, are apt to have a corresponding idea of it fixed in their minds, and no matter how much the testimony may fail to support it, an immense preponderance of opposing evidence is requisite to efface the impression.

Witnesses are then examined. Their oath is to tell the truth and nothing but the truth; but this means, in answer to the questions of counsel and nothing beyond. And so if the witness is disposed to tell a little truth on his own account, he is checked, and his testimony is termed "irresponsive." Everybody is, of course, aware of the tortures inflicted on witnesses. The popular belief that no man, however truthful and intelligent, can preserve his consistency under the fire of cross-examination is so firmly fixed that no efforts on the part of the profession can remove it. The prevailing difficulty is that no witness is content with simply answering a question, and indeed very few can answer the simplest question at all. Suppose the witness is narrating a conversation, and says that in the course of it defendant called plaintiff a fool, a scamp, and thief. "Will you swear," says Counsellor Sharp, "that he used the word thief?" And the answer will be, "I think he did." "I am quite sure he did," or "I am positive he did;" or any thing else but yes or no, the only possible answer to the question. The witness is willing enough and honest enough, but not reflective enough,; or he is obstinate, and, although he sees the point, is unwilling to admit that he cannot swear positively to the circumstance, because he has no doubt of it. So, after awhile, under the skillful badgering of counsel, he becomes mad and almost desperate, affirms every thing his counsel asks him, negatives every thing else, and thus, rushing like a bull at a gate, beats out his brains against the stubborn subtleties of the law, and then out of court whines about the unfairness of counsel. Counsel are undoubtedly frequently unfair in the examination of witnesses, but their unfairness generally consists in taking advantage of the proneness of human nature to be unfair, or its inability to be candid. One would suppose that lawyers would themselves make good witnesses, but the contrary is the fact; indeed there is but one class of witnesses less endurable, and that is physicians, who cannot divest themselves of the habit of lecturing and the use of technical language.

After the evidence is all in on one side, the opposing party proceeds to contradict, explain, modify, or discredit, and after he has had his "innings," the plaintiff goes at it again, and so on until the case will admit of no farther contradiction, explanation, modification, or discrediting, and then the jury are ready to be argued at. The defendant's counsel presents one view, and then the plaintiff's counsel presents another entirely different, each invariably assuring the twelve that in the course of his professional practice he has never met with so clear a case for his client, and imploring them so to decide that they can

lay their heads on their virtuous pillows at night with the proud consciousness of having rightly discharged their duties. And here let us observe, that the compliments of his honor to the grand jury are nothing to the flattery and eulogy which the counsel pour upon the heads of the petit jury. If a man wants to find out what a surprisingly clever and estimable fellow he is, let him get himself impaneled. But as there is no rose without its thorn, so the jury are not exclusively treated to these sweets. The denunciations which the counsel respectively avow themselves ready to heap on their heads, supposing them so lost to honor and rectitude as to decide against their client, are almost as fearful to contemplate as the curse of the Catholic church upon backsliders and heretics, and it is to avoid this awful contingency, perhaps, that juries so frequently disagree. This is the way in which these things strike a layman, but we suppose that among the profession they are all received in a Pickwickian sense. After the jury have been thoroughly kneaded in this way, the judge flattens them out with his rolling-pin of law, and stamps them with almost any tin pattern he pleases, in the shape of a charge. The counsel then have a sharp encounter with his honor, to entrap him in some erroneous charge or a refusal to make some proper one, and thus obtain an exception on which to found a successful appeal. The jury then retire in charge of one of the paralytics and a pole, and are kept in strict seclusion on a light diet of water, until they agree, or until in case of disagreement the judge chooses to release them. The propriety of starving a jury into a verdict is one of the good jokes connected with the law, which it would take us too long to explain. The English of old times, having a much keener sense of humor than ourselves, used to cart the jury around, following the judge on his circuit, until they should agree; and it is even said, that some intensely witty and pleasant fellows, like Scroggs and Jeffries, when the wretched creatures proved unyielding, would sometimes get rid of them by dumping them into some convenient ditch. It is true that now-a-days the counsel usually consent that the jury may be fed, but the *theory* of the law is now, just as it was under the aforesaid humorous judges, that they are kept "without meat or drink, water excepted."

And this is the ordinary course of a trial at law. In all these proceedings, that which strikes the spectator most forcibly is the prevalence of forms. Some of these forms are as old as the common law itself, and as little varied by lapse of time as the street cries of London. These seem singular, but are necessary. Legal affairs must be transacted in some settled and unvarying method. The error is in not accomodating these forms to the growing intelligence and civilization of the age, and in preserving in the nineteenth century the quaint practices of the sixteenth. For instance, it would be difficult to assign any good reason for the practice of starving a jury into agreement, and as the practice has fallen into disuse, why should we preserve the theory?

Another striking feature of trials at law is the apparent equality of the contest. An unsophisticated observer would suppose, that as one side must be right and the other must be wrong, it would clearly and speedily appear which is right and which is wrong. But two skillful lawyers are like two experts at any game of skill or endurance, and the result is that the clearest case becomes at least somewhat doubtful, and the event quite problematical. The arguments on both sides seem irrefragable as they are separately presented. The advocates elude one another's grasp like weasels. They are lubricated all over with the oil of sophistry and rhetoric. It is quite as difficult to put forward a suggestion that is not plausibly answered, as it is to make a run at base ball, or a count at billiards after a skillful player has left the balls in a safe position.

Another conclusion forced on the mind by observing the proceedings of courts is, that advocacy is much more easy than impartiality; that it is almost impossible for man to divest himself of prejudice and to overcome the force of habit and education. There is only one judge who is impartial, and even he has strong leanings against the wicked. So in almost every case we hear the judge discussing the facts, and arguing on probabilities and credibilities, and, in the same breath, instructing the jury that these questions are their peculiar province and entirely outside his own. Human nature is alike all over the world, in all times, in all stations. Man is a disputatious animal, and logically dies hard. Adam must needs dispute with the archangel. Therefore we must not blame our judges for taking sides. The Irishman's hands itch for a "shillalah" when he sees a "free fight" going on between a few of his friends, not so much for love of either party as to gratify an innate pugnacity, and if his own skull is cracked in the encounter he bears no malice. So the judge, when he sees so much fine logic flying about the heads of the jury, yearns himself to have an intellectual whack at them, and sometimes in his ardor his reasoning recoils, like the eastern boomerang, upon his own reverend head.

But finally, the most remarkable sensation that courts of justice are subject to, is experienced at the sight of a pretty woman. Let a comely and well-dressed woman enter the court room, and at the first rustle of her silken gown every man present seems to lose his head. Talk of the equality of the sexes! A man stands no more chance in a lawsuit against a good-looking woman, especially if she is in weeds, than he does of being saved without repentance, or of being elected to congress without spending money. Portia would have been even more potent in petticoats. The lawyer who should undertake to cross-examine a woman sharply would be considered

a brute. Even to ask her age is a hazardous experiment. When she testifies to hearsay, or what she said herself, or what she thought or thinks, or anything else improper, the judge merely lays down his pen and smiles, and the jury believe every word of it. And whether party or witness, let her take out a black-bordered white hankerchief, and put it to her eyes, or nose—it makes no difference which—and the jury will treat her antagonist with about as much consideration as the early Christian martyrs received from the wild beasts at Ephesus. A man may be put off with sixpence; a woman's verdict always carries costs. Even the gallows has no terrors for her; its noose relaxes and refuses to clasp her fair neck; it is only when it embraces Adam's apple that it preserves its hold And yet the women are trying to break this spell by becoming lawyers and jurymen! I should not be surprised if they succeed in getting hanged, if they accomplish this purpose. The charm of their unaccustomed and artless presence will be gone, and if they demand the privilege of acting like men, they will perhaps be treated like men.—*Albany Law Journal.*

CORONERS.

Our Medical Contemporaries have given their readers an opportunity of becoming acquainted with a legal view of some of the considerations relating to the office of coroner, and we think it well by a converse process to give onr own legal readers the benefit of a medical view of the subject.

The *Lancet* writes as follows:—

The existing mode of electing coroners forms the subject of an article in the last number of the *Solicitors' Journal.* Our contemporary heartily concurs in the hope we have expressed, that recent events will lead to some immediate legislative alteration in the matter. The advisability of entrusting to the freeholders of the county the power of electing to the post of coronor is, however, seriously doubted. Amongst other reasons for this opinion are assigned—the expense of the necessary canvass; the shrinking, under present circumstances, from candidature on the part of men of special competence; the opportunities for bribery; and the fact that the freeholders in many instances are guided in their voting by various interested motives. On the whole, our contemporary inclines to the belief that it would be better to entrust the selection of coroner to the Home Government or the judges, but thinks that the point might very fitly form the subject of a select if not a royal commission. As might be supposed, preference is given to the selection of coroners by the judges, and of course it is argued that a lawyer is by far the most fit person to be coroner. One argument in support of this latter proposition is derived from a reference to the mode in which the inquest at Abergele has been conducted. But one may prove anything by citing isolated facts. It is an old truism that very little law is needed on the part of the coroner, The experience of the last few years has abundantly shown that the indirect results which accrue to the public by the ventilation of social questions, especially those of a sanitary nature, connected with the deaths that form the subject of inquiry before the coroner and his jury, are of the highest import. Whilst the cause of death has been on all occasions manifestly more distinctly and completely analysed under the guidance of a medical coroner, the elucidation of points connected with hygienic neglect would have been impossible by a legal mind. Our contemporary has, we think, forgotten the indirect benefits which may result from coroners' inquiries, and has exalted into undue prominence the mere mode of conducting the investigation. With regard to the general mode of election, we prefer the present system, in which the voice of the people decides. The public, too, show an increasing preference for medical coroners. The subordinate position defined in the suggestion that members of the medical profession might with great advantage be employed, as is actually the case in Scotland, to assist the coroners, is one, we need hardly say, that we decline to accept. If the election of coroner is still to remain in the hands of the "commons of the county," the first thing to be done—and our contemporary is in perfect accord with us here—is to obtain a proper definition and registration of the freeholder. The present condition of this question, so far as this one point is concerned, is highly discreditable to our forensic position; but now that public attention is being specially directed to the subject, it seems impossible that the existing state of things can be much longer tolerated.

The *British Medical Journal* cites our own remarks, from our issue of August 29, and also gives the following *résumé* of some remarks made by Dr. Lankester, the coroner for Central Middlesex, *àpropos* of a paper read at the recent meeting of the British Medical Association.

It is a mistake, Dr. Lankester remarks, to suppose that medical men, as mere practitioners of medicine, are better adapted to be coroners than lawyers or other men. The habits of a practitioner of medicine oblige him to act on evidence of very defective kind. The practice of medicine is far from being based on accurate scientific data. Conclusions in a coroner's court must be accurate. There must be no theory of probabilities here; and action alone must take place, when the truth is discovered. This is not the kind of action which the medical man takes in practice, and the habit of acting on probability must become a state of mind that interferes with judicial accuracy. The real reason why the medical man is to be preferred to the lawyer and others is, that he has a better education. He is compelled to study the sciences of physic, chemistry, physiology and pathology. He thus lays the foundation for the power of investigating

and understanding the facts which concern the death of individuals, and to the possession of which no other class of professional men can lay claim. It has been asked, if this knowledge is so essential to the coroner, why should it not be required of a judge? Most assuredly every judge would be the better for a natural science education. Fortunately for the profession of medicine, its very existence depends on the study of the natural sciences; its power of doing good and its hope of advancement depend on this necessity. The medical man, as an educated man, has recommended himself to the public as the most proper person to fill the office of inquirer into the cause of death. If a man wants to know the cause of the death of another, he sends for his doctor, not for his lawyer.

Having bestowed so much space upon these extracts, we have little room left for any comment. We must, however, remind all whom it may concern that, convinced as we are that, *cæteris paribus*, the legal mind affords the making of a better coroner than the medical, we do not, as the *Lancet* would seem to suppose, forget the "indirect benefits which may result from coroners' inquiries." But whatever the indirect benefits (we do not undervalue them) may be, the primary direct object of the inquiry is the first consideration, and *a priori* the man whose education and avocation have familiarised him with the rules of evidence, and with judicial inquiries conducted by the best judges whom the nation has at its disposal, is more likely than any one else to conduct a judicial inquiry himself so as to secure the attainment of the direct object, and the indirect benefit to boot. We believe that in a trial at Nisi Prius, involving questions upon which the opinions of medical experts have to be taken, the truth is far more likely to reach the ears of the jury, acting under the presidency of one of our common law judges, than if the bench were occupied by the most profoundly learned member of the medical profession.

As to the manner in which our coroners would be best elected, we repeat that this point is worthy the consideration of at least a Select Committee. If Sir Charles Trevelyan were consulted, he would probably recommend a competitive examination, and if that were resolved upon, we should be prepared to welcome a scheme of examination which should embrace both legal and medical attainment. But there is no necessity for competitive examination in this matter.—*Solicitors' Journal and Reporter.*

Lawyers not seldom get back their own. Jeffreys, who was notoriously coarse to witnesses, once called out, "Now, you fellow in the leathern doublet, what have you been paid for swearing?"

The man looked steadily at him and said, "Truly, sir, if you have no more for lying than I for swearing, you might wear a leathern doublet too."

SIMPLE CONTRACTS & AFFAIRS OF EVERY DAY LIFE.

NOTES OF NEW DECISIONS AND LEADING CASES.

RIPARIAN PROPRIETORS.—Where it appeared that the defendants had backed water on the mills of the plaintiffs, and overflowed their land; but all the backwater or overflow was not occasioned by the defendants, and it was not clear on the evidence what portion was attributable to them, or what alterations in their works were necessary to prevent the injury occasioned by the defendants:

Held, that it was sufficient for the Court to declare the rights of the parties, and to enjoin any further backing or overflowing by the defendants; and that the Court should not proceed to define the alterations in their works which the defendants should make.—*Dicksan* v. *Burnham*, 17 Chan. Rep. 261.

MORTGAGES — PAROL EVIDENCE. — A parol agreement to add two per cent. to the rate of interest reserved by a mortgage in consideration of an extension of the time for payment, was held insufficient to charge the extra interest upon the land.—*Totten* v. *Watson*, 17 Chan. Rep. 233.

PRINCIPAL AND SURETY — RELEASE OF PRINCIPAL DEBTOR BY MISTAKE —A creditor by mistake executed an absolute release to his debtor, but the agreement was that the creditor's right against a surety should be reserved;

Held, that the surety was not discharged, and that the creditor was entitled to a decree in equity to that effect. [Spragge, C., dissenting.] *The Bank of Montreal* v. *McFaul*, 17 Ch. R 234.

PATENT OF INVENTION—NOVELTY OF PRINCIPLE. —The plaintiff introduced into a drum stove in addition to a spiral flue, which had been previously in use, a centre pipe closed at the sides and open at both bottom and top as a means of producing a greater amount of heat, and obtained a patent for "the spiral flue in connection with the pipe in the centre."

Held, that the plaintiff's improvement did not involve any new principle or new combination, and that the patent was void.—*North* v. *Williams*, 17 Chan. Rep. 179.

FOREIGN FIRE INSURANCE CO.—INSOLVENCY—DISTRIBUTION OF DEPOSIT—COSTS.—The deposit required to be made by foreign Fire Insurance Companies is intended for the security of Canadian policy holders; and on the insolvency of any such Company the general creditors of the

Company are not entitled to share the deposit with the policy-holders.

In case of a deficiency of assets, the costs of creditors in proving claims are to be added to the debts, and paid proportionately, and are not entitled to be paid in priority to the debts.—*In the matter of the Ætna Insurance Company of Dublin*, 17 Chan. Rep. 160.

PROMISSORY NOTE—STAMPS—31 VIC. CH. 9.—A promissory note made by F., payable to defendant, or order, and endorsed by defendant, was sent by F. to the agent of the Bank of Montreal at Stratford, where it was payable, to retire a previous note. The agent received it on the 27th October, and on the 2nd November dated it 30th October, 1869, and affixed the proper stamps to it, which he obliterated on the same day, but marked the obliteration as of the 30th October, "30, 10, 69." In an action by the endorsee: *Held*, that the note was invalid, under 31 Vic. ch. 9, for if made on the 27th or 30th October, it had not then the stamps affixed; and if on the 2nd November, the stamps bore a different date. — *Hoffman* v. *Ringler*, 16 U. C. Q. B. 531.

STAMPS—OMISSION TO AFFIX.—An action for a penalty for not affixing stamps to an instrument under 27-28 Vic. ch. 4, sec. 5, must by the 31 Eliz. ch 5, be brought within a year. No right of action vests in the plaintiff until the action is so brought, and the defendant therefore may take advantage of this latter statute under a plea of not guilty.

The defendant was held not precluded from such defence by having marked in the margin of his plea the statute 21 Jac. I. ch. 4, only.—*Mason qui tam* v. *Mossop*, 13 U. C. Q. B. 500.

DEED—EVIDENCE OF EXECUTION—SIGNING NOT ESSENTIAL—AMENDMENT BY STRIKING OUT DEFENDANT.—In covenant against two defendants the indenture of apprenticeship sued upon was produced from the custody of defendants, with whom the apprentice had served until his dismissal. It had four seals, and was signed by the plaintiff, his son the apprentice, and one of the defendants, but not by the other defendant. *Held* that there was evidence of execution by both defendants. Signing is not essential to the execution of a deed, though it should never be dispensed with.—*Judge* v. *Thomson and Moran*, 17 U. C. Q. B 523.

HUSBAND AND WIFE — ALTERED DEED — ONUS OF PROOF.—A mortgage, or alleged mortgage, of property of a married woman, was sued upon by an assignee of the mortgagee some years after the death of the husband; the alleged mortgage was a patched document, and the alterations or attached parts were not referred to in the attestation clause, or otherwise authenticated; the widow by her answer impeached the mortgage; and at the hearing swore that she had never to her knowledge executed it, and had never meant to do so, or been asked to do so. The court believed her evidence; and, the only evidence offered by the plaintiff being as to the genuineness of the signatures, the Court held this evidence insufficient to prove the execution of the mortgage in its then state, and dismissed the bill with costs.—*Northwood* v. *Keating*, 17 Chan. Rep. 347.

MAGISTRATES, MUNICIPAL, INSOLVENCY, & SCHOOL LAW.

NOTES OF NEW DECISIONS AND LEADING CASES.

RETURN OF CONVICTIONS — PENAL ACTION — C. S. U. C. CH. 124, 29-30 VIC. CH. 50, 32 VIC. CH. 6 — Consol. Stat. U. C. ch. 124, requires justices, under a penalty, to return convictions made by them to the next ensuing General Quarter Sessions. 29-30 Vic. ch. 50, provides that it shall not be necessary to make such return until the Quarter Sessions to which the party complaining can appeal. 32 Vic. ch. 6 (the Law Reform Act of 1868) enacts that the Sessions shall be held only twice a year, and that such returns shall be made to the Clerk of the Peace quarterly, on or before the second Tuesday in March, June, September and December, in each year, and shall embrace all convictions not embraced in some previous returns. This Act came into force on the 1st February, 1869, and makes no mention of the 29-30 Vic ch 50. The plaintiff in his declaration charged defendant with not returning convictions made in December, 1868, and January, 1869, to the Clerk of the Peace before the second Tuesday in March following:

Held, insufficient, for when the convictions were made it was defendant's duty to return them to the Quarter Sessions, which for all that appeared he might have done; and it should have been averred that he did not so return them before the 1st of February, 1869, or after that day to the Clerk of the Peace:

Quære, as to the effect of the last Act upon the 29-30 Vic. ch. 50.—*Ollard qui tam* v. *Owens*, 29 U. C. Q. B. 515.

MUNICIPAL LAW—RECTIFYING DEED.—On the separation of three townships into two municipalities, the two corporations executed an in-

strument whereby the one agreed to pay to the other a certain sum as soon as certain non-resident rates theretofore imposed should become available. It was subsequently discovered that these rates had been illegally imposed, and that the supposed fund would never be available; its supposed existence had been an element in determining the amount to be paid: *Held*, that the corporation to which the money was to be paid, was not entitled to have the agreement altered so as to make the money payable by the other absolutely. — *Arran* v. *Amabel*, 17 Chan. Rep. 163.

HIGHWAYS—INJURIES CAUSED BY DRAINING—LIABILITY OF CORPORATION.—The defendants, in order to drain a highway, conveyed the surface water along the side of it for some distance by digging drains there, and stopped the work opposite the plaintiff's land, which was thus overflowed: *Held*, that the defendants were liable, even without any allegation of negligence.—*Rowe* v. *the Corporation of the Township of Rochester*, 29 U. C. Q. B. 590.

SALE OF LAND FOR TAXES—ADVERTISEMENT—SHERIFF'S CERTIFICATE.—Upon a sale of land for taxes — *Held*, following *Connor* v. *Douglas*, 15 Grant. 456, that an advertisement of the 14th September, 1867, continued regularly to and including the 15th October, for a sale on the 4th December, was sufficient.

Held, also, that a certificate given to the purchaser under sec. 143 of 29-30 Vic. ch. 53, entitled him to enter upon and turn out the owner in possession, without being liable in trespass.—*McLaughlin* v. *Pyper*, 29 U. C. Q. B. 526.

BY-LAW—SALE OF DEBENTURES.—A municipal by-law for issuing debentures which had been submitted to the rate-payers and approved by them, contained a clause stating that the debentures were to be signed by the Reeve:

Held, that the council had power to appoint another person to sign the debentures in place of the Reeve.

A municipal corporation having passed a by-law giving a certain sum in debentures by way of bonus to a Railway Company, the Company executed a bond to the township reciting that the township had agreed to give the bonus on condition (amongst other things) that sixty continuous miles of the road should be built within two years; that the debentures should not be disposed of by the Company until the contracts had been let and the work commenced; and that if the road were not commenced and built as mentioned, the debentures should be returned to the municipality; and the condition of the bond was, that in case of failure the Company would, on demand, pay over to the township the sum of $50,000, or return the debentures. The contracts having been let and the work commenced as stipulated:

Held, in view of the whole instrument, that the Company should not be restrained from disposing of the debentures before the completion of the work.—*Municipality of Brock* v. *the Toronto and Nipissing Railway*, 17 Chan. Rep.

CANADA REPORTS.

QUEEN'S BENCH.

(*Reported by* C. ROBINSON, ESQ., Q.C., *Reporter to the Court.*)

IN RE DALLAS AND THE REGISTRAR OF THE SURROGATE COURT FOR THE COUNTY OF PERTH.

Registrar of Surrogate—Fees—C. S. U. C. ch. 16.

With regard to the fees to be charged on grant of letters of administration by the Registrar and Surrogate Judge, under Consol. Stat. U. C. ch. 16, and the tariff, it was *held*:

1. The Registrar is not entitled to charge for the application, for he does not prepare it. His duty begins with receiving and filing it.
2. For all affidavits which should properly be made in his office he is entitled to charge, though he does not prepare them, and to administer the oath and charge for it; but he can make no charge for swearing the deponent unless he actually does so. *Semble*, that he cannot charge for the affidavit of the place of abode of the intestate, and of intestacy, under section 32, for these affidavits may accompany the application.
3. He may charge for the bond, though the attorney may have prepared it.
4. The attendance of the Judge to sign his fiat for the grant is not a special attendance, under schedule B. of the statute. The judge therefore is not entitled to the fee of $1 for such attendance, nor is the Registrar entitled to a fee of 10c. on it, as for drawing a special order, nor to 50c. for attending and entering it as an order on a special attendance.

[29 U. C. Q. B. 482.]

J. P. Woods, on behalf of Ellen Dallas, obtained a rule on the Registrar of the Surrogate Court of Perth, to shew cause why a writ of mandamus should not issue, commanding him to deliver to Ellen Dallas the letters of administration to the estate and effects of Alexander Dallas, deceased, for which the Judge of the Surrogate Court of the County of Perth had granted his fiat, upon payment to him of the sum of $3.25, tendered to him as his proper fees payable to him under the Surrogate Court tariff in that behalf (besides the Judge's fees and fees to fee fund), and why he should not pay the costs of this application

The Registrar claimed the following fees (the personal property being sworn at $300):

1.	Application	$1 00
2.	Receiving and entering clerk's Certificate	0 50
3.	Certificate	0 10
4.	Papers	1 00
5.	Grant	1 00
6.	Seal	0 50
7.	Notice	0 25
8.	Order	0 10
9	Attending and Entering	0 50
10.	Postage	0 50
		$5 25

Judge's Fees:

Order	$0 50
Attendances	1 00
Grant	2 00
	$3 50

The applicant stated the first and second items as follows: "Receiving and entering application, 50c.;" and he objected to the fourth item altogether, because he drew the papers himself, and the Registrar did not. These items made a difference of $2 in the bill as claimed, and he tendered the remainder of $3.25 to the Registrar, who refused to take it.

The affidavit filed stated that the Registrar claimed to be entitled to $1 for drawing the bond, though he did not draw it, and to 20 cents for swearing deponents to each affidavit, though he did not so swear them; but that he would waive these items in this case.

The applicant also stated to the Registrar that the eighth and ninth items of his bill, but the ninth at any rate, the Registrar was not entitled to, as his right to them would depend on whether the attendance of the Judge on granting the fiat could be considered a special attendance or not, and that he considered the attendance of the Judge was not a special attendance as charged for and paid. And he desired still to raise these objections if allowed to do so.

The Registrar appeared in person, and submitted to the decision which the Court might make.

Woods moved the rule absolute.

WILSON, J.—The Consol. Stat. U. C. ch. 16, sec. 69, gives to the Judge the fees in schedule B. of the Act.

And by sec. 70, the Registrar and officers of the Surrogate Courts, and attorneys and barristers, shall be entitled to take for the performance of their duties and services under the Act such fees as shall be fixed under the provisions of the Act; which power of fixing fees is, by the 84th and 18th and 19th sections of the Act, vested in the Judges of the Court, and in others to be appointed by the Governor.

The Judges appointed under the 14th section of the Surrogate Courts Act of 1858, had power to make general rules for the Court; and under the 18th section of the present Act, the rules which were made by these Judges are continued, and the same Judges have still power by the later Act to exercise the like power.

Under the Surrogate Courts Act of 1858, the Judges appointed under the 14th section did make rules applicable to the subject of this motion.

The statute states the general procedure to be adopted by next of kin, in getting grant of administration, to be as follows:—An application for grant to the Surrogate Court when the intestate was resident in the province at the time of his death: under sec. 32. An affidavit of the place of abode of the intestate at the time of his death: *Ibid.* An affidavit of the intestacy of deceased: *Ibid.* On such application, the Registrar shall by letter give notice to the Surrogate Clerk of the application, and all other particulars: sec. 38. Unless on special order of the Court, grant of administration is not to issue on the application till the Registrar has received a certificate from the Surrogate Clerk, that no other application appears to have been made in respect of the goods of the deceased: sec. 39. A bond is to be given by the person to whom the grant of administration is made, with a surety or sureties as the Judge may require: sec. 63. Judges, Registrars, and Commissioners for taking affidavits, have power to administer oaths in all matters and causes testamentary: sec. 15.

The table of fees settled by the Judges appointed under the 14th section of the Surrogate Courts Act of 1858, to be taken by the Registrar, begins as follows:—"Receiving and entering application for probate or administration, and transmitting notice thereof to the Surrogate Clerk (exclusive of postage) 50c."

This disposes of the first item in the bill of "Application, $1," for it is quite clear he is not to prepare it. He knows nothing about it until he receives it. The applicant for grant, or his or her attorney or solicitor, prepares it in the ordinary course of things, and is entitled to do so. The Registrar is not therefore entitled to make the charge for the first item of his bill. His duty begins on "Receiving and entering the application."

The next disputed item is No 4, "Papers, $1." I cannot very well tell what it means. I do not know what the papers were. The tariff entitles him to charge for preparing all necessary affidavits and other documents, and for these he is entitled to charge although he does not prepare them.

But I think the affidavit, under sec. 32, stating the place of abode of the intestate at the time of his death, the Registrar cannot insist on preparing, for it is an affidavit which accompanies or may accompany the application. And I incline to think that the other affidavit, of intestacy, mentioned in the same section, if there be another affidavit drawn for that purpose, he cannot insist on preparing or being paid for either, for the same reason.

All affidavits he does prepare he is entitled to swear the deponents to, and to charge for administering the oath. But although he may be entitled to charge for affidavits which should properly be made in his office, although he does not prepare them, but which are prepared by the attorney of the party, he is not entitled to charge for swearing the deponent to them unless he actually does so.

I cannot dispose of the fourth objection more precisely, for the want of more precise information respecting it.

As to the bond, I think the Registrar is entitled to charge for it, although the attorney may have prepared it.

The eighth and ninth items, it is said, depend upon the fact whether the attendance of the Judge on giving his fiat for grant, and for which the charge of $1 has been made, can be considered as a "special attendance" under schedule B. of the statute.

The Judge is entitled in this case to a fee of $2 for the grant, and to 50c. for his order for it, but I think he is not entitled to the fee of $1 for a special attendance on making it.

A special attendance may perhaps properly be charged under sec. 39, when a special order is made by the Judge for administration to be granted before the Registrar has received the certificate from the Surrogate Clerk that no other

application for administration has been made. But for a mere routine attendance, I think the special charge is not properly made. The wording of the schedule is, "On every special attendance, or for purpose of audit, $1," from which it is plain that an attendance merely to sign an order is very different from an attendance "for purpose of audit," and that a "special attendance" must also be very different from it, when the special attendance is placed on the same footing, and is remunerated on the same scale as an attendance for the purpose of audit, which latter business must require special care and a special adjudication, quite unlike the mere granting of an ordinary fiat in a non-contentious proceeding.

In my opinion the Registrar is not entitled to the ninth item, of 50c., which is, according to the tariff, for "Attending and entering every order made or proceeding had on a special attendance, or attendance for audit by Judge."

I think also the Registrar is not entitled to the eighth item, of 10c., which the tariff allows to him for "Drawing special orders or other instruments directed by the Judge, per folio," because this is not a special order, and it is not one which can be paid for by the folio, or was intended to have been so paid. The order can only be in the nature of a fiat, and most likely is in all cases endorsed on the application or petition—"Let grant of administration be made to ——— as within prayed;" and for which the Legislature thought 50c. to be an ample remuneration, considering the very small allowances made to all persons for their services under the statute.

The rule will formally be made absolute. There will be no necessity to proceed further, as the parties stated they would be satisfied with the decision of the Court, and conform themselves to it.

MORRISON, J., concurred.

Rule absolute.

CHANCERY.

(*Reported by* ALEX. GRANT, ESQ., *Barrister-at-Law, Reporter to the Court.*)

ROMANES v. FRASER.

Married woman's deeds—Magistrates interested—Evidence against certificate.

The solicitor of the husband being City Recorder, was held not to be disqualified to take, as a magistrate, the examination of a married woman for the conveyance of her land. [SPRAGGE, C., *dubitante.*]

Magistrates interested in the transaction are not competent to take the examination of a married woman for the conveyance of her land. The solicitor of the husband is not as such disqualified.

Where, after the decease of one of the Justices of the Peace by whom an examination was taken, the other, an old man of seventy-three, gave evidence that he did not recollect and did not believe that the wife was examined as the certificate stated, the Court gave credit to the certificate notwithstanding the evidence.

[29 U. C. C. R. 267.]

This was a re-hearing at the instance of the defendants. The decree on the original hearing is reported *ante* volume 16, page 97.

Mr *S Blake*, for the defendant.

Mr. *McLennan*, for the plaintiff.

SPRAGGE, C.—I entirely agree with my brother Mowat as to the weight to be given to the solemn certificate signed by the two magistrates, whereby they declared that the married woman had been examined before them touching her consent to part with her real estate, and that it must outweigh the mere recollection of one of them, the other being dead, as to what passed upon the occasion.

I confess I do not feel equally clear upon the other point. It was the manifest intention of the Legislature to afford to married women protection against the alienation of their real estate except with their free and voluntary consent. An examination before certain public functionaries is the machinery provided for that purpose. The examination is to be apart from the husband, so as to provide for the absence of any constraining influence, and the examiners are to ascertain her own will in the matter, and to certify their own opinion.

It is evident that to carry out the intention of the Legislature in its spirit, these public functionaries should stand perfectly indifferent between the parties. Does the solicitor of the husband stand in that position? Where, even the presence of the husband is not tolerated should his solicitor be allowed to act in a judicial capacity? Consider the position of the woman. The law presumes that there may have been coercion, or that the woman may be acting from fear of coercion, even though she gives her consent. Can she feel as free to disclose her real feelings and wishes when one of those to whom she makes answer upon these points is her husband's professional agent? Whether justly or not, she will almost certainly apprehend that any appearance of disinclination on her part would be reported to her husband.

Further, a person standing in that relation to the husband would have a leaning in favor of his client, at least most men would, and might so conduct the examination as to make it less a reality than it ought to be. He would practically, as well as theoretically, be in a false position, exercising a judicial function with one party for his own client.

There seems to me, therefore, to be very grave objections to such a practice, and I must confess that I am not convinced of its propriety by what has been done in England, and I hope that solicitors will not in future place themselves in so anomalous a position. On the other hand there is force in the consideration, that I believe weighs with my learned brothers, that the security of titles might be endangered by holding conveyances so executed, not duly executed—solicitors conceiving probably that they were free to act as examiners if magistrates; and, if aware of the practice in England, holding that they were warranted in adopting the like practice here. I am not sorry, therefore, that my learned brothers have been able to come to the conclusion at which they have arrived.

STRONG, V.C.—As to the evidence of Mr. Donald Æneas Macdonell, I entirely agree that my brother Mowat's judgment ought to be conclusive, and that it must be taken that the *prima facie* evidence afforded by the certificate is not displaced. With reference to the other question I think it established by the evidence that Mr. Archibald John Macdonell, one of the examining justices, was the solicitor in the mortgage transaction of Mrs. Fraser's husband the mortgagor; and upon this the defendant contends that the

taking the examination is a judicial act which the solicitor of the husband is disqualified from performing. The Statute, Con. Stat. U. C. ch. 85, which regulates this examination of a married woman contains no provision for any disqualification on the ground of interest, but it is said that the general rule of law that a man cannot act judicially in a matter in which he is interested must be taken to overrule the act, and that a solicitor of a party comes within it. So far as the party himself is concerned it is clear that this must be so, but his solicitor is in an entirely different position, and as I gather from the cases of *Bancks* v. *Ollerton*, 10 Exchq. 168; and *Re Ollerton*, 15 C. B. 796, it was considered by the Court of Common Pleas that a solicitor was competent under the English Act; and the rule of the Court of Common Pleas of Michaelmas Term, 4 Wm. IV., was passed for the purpose of disqualifying one of the commissioners, where both were solicitors for parties interested. The law of England does not recognize any incompetency in a judge on the ground of interest except that involved in the rule that no one shall be a judge in his own cause. If such a ground of objection to the solicitor of a party did exist it is manifest that the law to be consistent should also invalidate the judicial acts of persons between whom and a party there might be the relationship of blood, but no rule of the kind exists.

I think the decree should be affirmed with costs.

COMMON LAW CHAMBERS.

(Reported by HENRY O'BRIEN, ESQ., *Barrister-at-Law.)*

BROWN v. MCGUFFIN.

GREAT WESTERN RAILWAY CO. *Garnishees.*

Attachment of debts—Assignment—Notice.

The judgment debtor, through his sub-contractors, delivered to the garnishees certain railway ties, and gave the sub-contractors an order on the garnishees for all money coming to him therefor. Subsequently to this, but before the garnishees had any notice of the above order, they were served with the attaching order in this case.

Held, that the order in favor of the sub-contractors operated as an assignment of the fund to them, although there was no notice of it to the garnishees, they not having been led by the want of notice to alter their position so as to make it inequitable as against them to enforce the assignment.

[Chambers, April 23, 1870—*Mr. Dalton.*]

This was an application to attach a debt alleged to be due from the garnishees to the judgment debtor.

The facts were, that the judgment debtor delivered to the garnishees 1326 railway ties, through his sub-contractors, Ford and Baker, at one of the stations of the company, under a contract by him to supply the company with a much greater quantity at 25c. per tie.

The garnishees acknowledged to owe the judgment debtor $331.50 for these ties, less a drawback of ten per cent., which it was agreed should abide the fulfilment of the contract; but as the judgment debtor desired to be released by the garnishees from further performance of his contract, they were willing to pay also the ten per cent. upon receiving proper releases in that behalf from the judgment debtor. The amount less the drawback was $289.35.

The judgment debtor denied that he owed the garnishees anything, and said the ties had never been delivered, but were still the property of Ford and Baker, the sub-contractors who delivered the ties at the station. He annexed to his affidavit a copy of the agreement between himself and Ford and Baker, in which the latter stipulated that the ties to be delivered by them, should not be in the possession of the judgment debtor until the payments were made as thereinbefore mentioned, that is, payment at 23 cents per tie for all ties delivered, less a drawback of ten per cent.; and he further swore that an order on the company was given by him to Ford and Baker, or rather to Wm. McCosh their attorney, entitling him to receive for them all moneys they should be entitled to for ties delivered. This order, he swore, was intended to have been given at the execution of the sub-contract, but was not in fact given till the month of February following.

Ford and Baker in their affidavit vehemently insisted that they had not delivered the ties, and that the act of the company in inspecting them, and crediting the judgment debtor with the price, was entirely unauthorized by them.

MR. DALTON—It is plain that the garnishees had no notice, previous to the attaching order, either of the above clause in the agreement between the judgment debtor and Ford and Baker, or of the order in favour of McCosh.

I take it to be clear law, that an attaching order has no operation upon debts of which the judgment debtor has already divested himself by assignment; he must have both the legal and beneficial title.

Two questions present themselves here.

First—Under the circumstances, can Ford and Baker insist that there has been no delivery? They did not before the attaching order inform the company of their position; and they delivered the ties upon the grounds of the company, apparently in performance of the contract of the judgment debtor. Had the company altered their position, as by payment to the judgment debtor, Ford and Baker would have had no remedy.

Several considerations on either side present themselves, and upon the whole, if I were driven to decide upon this point, I should think that Ford and Baker might still assert that the property had not passed from them. But I omit many observations which arise, as I think there is another ground upon which I may more satisfactorily decide the case.

Secondly—Can Ford and Baker assert, or can the judgment debtor assert for them, that the order upon the company is an equitable assignment of the fund in their favour, sufficient to defeat the claim of the judgment creditors? I think that they can. In Story's Equity Jurisprudence, secs. 1043-4, 1047, 1047 *a*, it is said that any order, writing, or act, which makes an appropriation of a fund, amounts to an equitable assignment of that fund, and that may be by parol as well as by deed. "But," as is said in sec 1047, "in order to perfect his title against the debtor, it is indispensable that the assignee should immediately give notice of the assignment to the debtor, *for otherwise a priority of right may be obtained by a subsequent assignee*, or the debt may be discharged by a payment to the assignor before such notice."

Very recent cases, however, show contrary to

what had been formely held, that *as respects third parties*, notice to the debtor is *not* necessary to perfect the equitable assignment of a debt. In *Watts* v. *Porter*, 3 E. & B. 743, it was decided by the Queen's Bench, after time taken to consider, that it was necessary, but Erle, J., dissented. That case was decided in 1854, and has often since been observed upon and doubted.

In *Pickering* v. *Ilfracombe Railway Co.*, L. R. 3 C. P., at page 248, Bovill, C. J., says:—"The last objection urged by the defendant's counsel was that notice of the assignment must be given to the person whose debt is assigned, in order to make the assignment available as against a creditor. The validity of this objection turns upon the doctrine of the courts of equity. As between the assignor and the assignee, it is clear that no notice is necessary. As to third persons there has been some difference of opinion: the majority of the Court of Queen's Bench in *Watts* v. *Porter*, 3 E. & B. 743, holding that the assignment without notice was inoperative as against a subsequent judgment creditor; but the Lord Chancellor (Cranworth), and Lord Justices Knight Bruce, and Turner, in *Beavan* v. *Lord Oxford*, 25 L. J. Ch. 299, and the Master of the Rolls in *Kinderley* v. *Jervis*, 25 L. J. Ch. 538, holding the contrary doctrine. * * * If it were necessary to decide between this conflict of authority, I should have no hesitation in agreeing with the opinions of Erle, C. J., in *Watts* v. *Porter*, and of the Lord Chancellor, Lords Justices, and Master of the Rolls in the two Chancery cases."

Mr. Justice Willes in the same case, at p. 251, expresses similar opinions.

In the same volume, at p. 264, is the case of *Robinson* v. *Nesbit*, in which the Court of Common Pleas overruled *Watts* v. *Porter*, and decided that a prior equitable assignment of railway shares in the hands of the garnishee, was a bar to an attachment from the mayor's court, London, notwithstanding that no notice of such assignment had been given to the garnishee.

I must hold, then, that the order given by the judgment debtor in favour of Ford and Baker, in February—before the attaching order—operates as an assignment of the fund, though the company had no notice, they not having been led from the want of notice to alter their position, so as to make it inequitable as against them, to enforce the assignment. Of the *bonâ fides* of Ford and Baker's claim, there can be no doubt

It has not escaped me that there is the difference of two cents per tie between the amount payable to Ford and Baker, and the amount payable by the company. But this makes no difference, for the 10 per cent. retainable by the company more than covers the amount.

That 10 per cent. they are willing to pay over upon receiving a release from the judgment debtor, of their contract with him, but at present they are not inbebted in the amount, and therefore cannot be ordered to pay it over.

As to the costs, the judgment creditor should pay the costs of the garnishees, but not the costs of the judgment debtor.

MUNICIPAL CASES.

Reg. ex rel. Halsted v Ferris.

Election—Declaration of qualification—29 & 30 Vic. cap. 51, secs. 131, 178.

A defective declaration of qualification of a candidate at a municipal election is not a ground for unseating him by the summary process under the Municipal Act.

[Chambers, June 30, 1870.]

It was sought on this application to unseat the defendant on the ground (amongst others) that he had not taken the declaration of qualification required by the statute. The declaration made was as follows:

"I, Matthew Ferris, do solemnly declare that I am a natural born subject of Her Majesty; that I am truly and *bona fide* seized or possessed to my own use and benefit of such an estate, namely: W. ½ Lot 1, in the Gore, 100 acres; M. part Lot 6, 2nd range of Gore, 55 acres, as doth qualify me to act in the office of Reeve for the Township of Colchester, according to the true intent and meaning of the Municipal Laws of Upper Canada."

The objection taken on this point was that the declaration was insufficient, inasmuch as it did not specify the nature of the estate claimed by the declarant, &c.; that the defendant could not, under the statute, enter on his duties until he should have made a proper declaration; and that the election of the candidate was not complete until he had done what was necessary to qualify himself for office: 29 & 30 Vic. cap. 51, sec. 178.

M. C. Cameron, Q. C., shewed cause.

O'Brien, *contra*.

Mr. Dalton—Nothing can be made of this objection on this application. Whatever might be the effect of the omission to describe the nature of the claimant's estate in a *quo warranto* at common law, it affords no grounds for declaring, in this statutory proceeding, that the election was not legal, or was not conducted according to law, or that the person declared elected thereat was not duly elected.

Judgment for defendant, with costs.

In the matter of Appeal from the County Council of the County of Essex in Equalizing the Assessment Rolls.

Equalizing assessment roll—Appeal—Mode of procedure—Notice—32 Vic. cap. 36, sec. 71, s. s. 3—Municipal Corporation, action by, without by-law.

[Sandwich, July 25, 1870.]

This was an appeal by the Municipality of Amherstburg, from the equalization of the assessment rolls by the County Council of the County of Essex.

O'Connor for the remaining municipalities objected, that under section 71 of the 32 Victoria cap. 32, subsection 3, it is the municipality that is dissatisfied with the equalization of the county council which has the right to appeal to the county judge, and not the reeve of the dissatisfied municipality, and that the municipality can only manifest its dissatisfaction and desire to appeal by formally passing a by-law, or at least a resolution authorizing the step; and that a copy of the by-law or resolution should have been annexed to the notice of appeal to the judge, or it should have been recited in the notice, that

it was given under the authority of a by-law of the municipality of Amherstburg.

Horne contra.

LEGGATT, Co. J.—Before proceeding to consider this appeal upon its merits, the objection raised by Mr O'Connor, counsel for the municipalities of Sandwich East, Gosfield, Mersea and Maidstone, must be disposed of. If the objection is good there is an end to further proceedings and the appeal drops.

The general principle known to the common law is that a corporation can only act through its seal. A by-law should not be dispensed with except in a very clear case: see Harrisons's Mun. Man , pp. 135, 136. This common law principle is fully recognized by the municipal statutes, and Mr. O'Connor pointed out a number of instances in the statutes in which municipalities are required to exercise their power by by-law. Blackstone in his commentaries says, "when a corporation is erected they must have a common seal, for a corporation being an invisible body cannot manifest its intentions by any personal act or oral discourse, it therefore acts and speaks only by its common seal. For though the particular members may express their private consents to any act by words or signing their names, yet this does not bind the corporation, it is the affixing of the seal and that only which unites the several assents of the individuals who compose the community and makes one joint assent of the whole." By the municipal act it is declared that every by-law shall be under the seal of the corporation and signed by the head of the corporation, or by the person presiding at the meeting at which the by-law has been passed, and by the clerk of the corporation.

The notice of appeal served upon me by the reeve of Amherstburg, requires me to take notice that the municipality of Amherstburg under and by virtue of the act respecting the assessment of property in the Province of Ontario, being dissatisfied with the action of the County Council of the County of Essex, as taken on the 22nd day of June instant, in decreasing the aggregate of the valuation made by the assessor of the municipality of Amherstburg for the present year, "do hereby give notice that they appeal against the said decision of the said county council, and that the grounds of dissatisfaction and appeal are," &c. The notice proceeds to state the grounds, and concludes with an attesting clause as follows: "In witness whereof the reeve of the said municipality of Amherstburg hath put his hand and caused the seal of the municipality to be attached hereto at Amherstburg, this 23rd day of June, A. D. 1870" The seal of the corporation is affixed thereto, as well as the signature of the reeve, and it is countersigned by the Clerk.

This notice is in every respect in conformity with the requirements of the statute giving the appeal, and we want no better evidence of the dissatisfaction of the municipality of Amherstburg, and of the council's intention and desire to appeal to the county judge. The municipality is in fact made to speak through its seal. We must presume in the absence of evidence to the contrary that the corporation seal was affixed to the notice by the reeve at the instance of the municipality of Amherstburg in council assembled, for he has no power or authority to use the seal of the corporation without being duly authorized so to do by the council.

The clause of the statute giving the appeal does not require the municipality dissatisfied to authorize the appeal by by-law in so many words: it says the municipality dissatisfied may appeal to the county judge by giving to such judge and the clerk of the county council a notice in writing under the seal of the municipality of such appeal. That is, the notice has to be drawn up and attested in as formal and ceremonial a manner as a by-law. We may indeed look upon the notice as a by-law of the municipality, for it has all the attributes of one, and being good on its face we cannot look behind it to see that all the necessary and legal formula were gone through in passing it.

The courts upon general principles recognize judicially what municipal councils are competent to do, and hold that it is not necessary for them to recite in a by-law all that is requisite to shew that they have proceeded regularly in passing it: *Grierson* v. *Municipal Council of Ontario*, 9 U. C. Q. B. 623; *Fisher* v. *Council of Vaughan*, 10 U C Q. B. 492. See also *Secord* v. *Corporation of Lincoln*, 24 U. C. Q. B. 142, and *Gibson* v. *the Corporation of Huron and Bruce*, 20 U. C. Q. B. 111. In the last case it is said by the late Chief Justice Robinson that the statutes do require that by-laws to be passed for certain purposes shall contain particular recitals and provisions, but from the absence of any such recitals and provisions we are not at liberty to infer anything against the validity of the by-law, unless we can see clearly on the face of the by-law, or have otherwise shewn to us that the by-law was passed for a purpose which required them to be inserted. If for all that appears the by-law may be legal we are not to conjecture the existence of facts that would render it illegal.

This language is peculiarly applicable to the notice in this matter. There is nothing in the act giving the appeal requiring any particular recitals to be made in the notice of appeal, and for all that appears upon the face of it, it is legal, and we are not to conjecture the existence of facts, that would render it illegal. I think the notice served upon me is sufficient warrant and authority for me to proceed and hear the appeal.

Then as to the merits. The late Chief Justice Robinson remarked on one occasion with reference to the equalization of the assessments by the county council, that "it is a thing more easily said than done;" and on the same occasion he said, "I confess I think that although the person who framed the 70th and 71st clauses of chap. 55, Con. Statutes of Upper Canada, may have understood very clearly himself what he intended, he has not succeeded in making his meaning quite intelligible to others;" and again, "the Legislature indeed have not attempted to prescribe by what method of proceeding the townships, towns and villages shall be made to bear a just relation to each other in regard to the assessed value of property. They could hardly have succeeded in any attempt to do so." The Legislature at a later date did make the attempt, but did not succeed however in making the matter any more intelligible than it was before.

Subsection 2 of section 71, 32 Vic., chap. 36, points out the manner in which towns and townships should be made to bear a just relation to

one another for the purpose of equalization. This clause, however, gave rise to a great diversity of opinion, (see *Municipality of Simcoe* v. *County of Norfolk*, 5 L. J. N.S. 181 & 295, and the decision of Judge Gowan), and was amended by the Legislature at its next session.

By subsection 3 of the 71st clause of the last mentioned act, the right is given to any local municipality dissatisfied with the equalization of the assessment by the county council to appeal to the county judge. The judge is required to appoint a day for hearing the appeal, and he is empowered to equalize the whole assessment of the county.

No mode is pointed out by the statute as to how the judge is to proceed in hearing and determining the appeal, but I presume he must proceed in the same manner as the county councils are required to do in equalizing the assessment, and in addition may probably take evidence for the purpose of satisfying his mind as to the relative value of lands in adjoining municipalities. To quote from Sir John Robinson again, as to the manner in which the county council should proceed in the equalization of the assessment—"We may suppose the council fixing upon some one township or town in the first place as that in which the value appears to have been assigned with the strictest regard to truth and justice, and then having selected such a standard, we may suppose them taking up each other township, town, &c., and adjusting the valuation to such standard. * * * * * It must be entirely a matter of opinion whether if land cleared or uncleared in township A is valued at such a sum per acre, land in township B ought to be valued at any and what other sum per acre. When the council shall have adjusted the proportionate value which land in one township bears to land in the other, and shall have compared them all by some one standard, then they have to ascertain and express how much per cent, must be added to or deducted from the assessment in each township respectively to make all bear a just relation to each other."

The legislature has not attempted to instruct them, the county councils, how they are to proceed in order to do equal justice; they have done the best they could in committing the duty to the council in general terms of equalizing the assessments so as to produce a just relation, but have necessarily left it to them to work out the problem as they best can: *Gibson* v. *Corporation of Bruce*, 20 U. C. Q. B. 111.

At the hearing of this appeal all the reeves of of the county were either personally present or represented by counsel. No objection was taken to the manner adopted by me for the purpose of enabling me to come to an equitable and just conclusion in equalizing the assessments, so as to produce a just relation between the respective municipalities of the county. Taking Sir John's views to some extent, as expressed by him in the case quoted, as my guide, after examining the rolls of the different municipalities for the last and present year, hearing the evidence of the reeves, and the evidence of Mr. Wilson, I have come to the conclusion that the equalization as made by the county council should be amended as follows:

Amherstburg	$175,000
Anderdon	248,515
Colchester	$854,041
Gosfield	580,456
Maidstone	282,508
Malden	356,071
Mersea	517,513
Rochester	211,709
Sandwich East	992,761
Sandwich West	534,695
Sandwich Town	135,000
Tilbury West	266,780
Windsor	603,231
	$5,852,280

APPOINTMENTS TO OFFICE.

LIEUTENANT-GOVERNOR.

THE HON. ADAMS GEORGE ARCHIBALD, of the City of Halifax, in the Province of Nova Scotia, a Member of the Queen's Privy Council for Canada, to be Lieutenant-Governor of the Province of Manitoba, from and after the day on which Her Majesty the Queen shall, by Order in Council, issued under the British North America Act, 1867, admit Rupert's Land and the North West Territory into the Union or Dominion of Canada.

THE HON. ADAMS GEORGE ARCHIBALD to be Lieutenant-Governor of the North West Territories from and after the day aforesaid. (Gazetted July 23rd, 1870.)

JUDGE SUPERIOR COURT, QUEBEC.

LOUIS EDOUARD NAPOLEON CASAULT, of the City of Quebec, in the Province of Quebec, one of Her Majesty's Counsel learned in the Law, to be a Puisne Judge of the Superior Court for Lower Canada, now the Province of Quebec, in the room and place of FELIX ODILON GAUTHIER. (Gazetted June 4th, 1870.)

ASSISTANT JUDGE SUPERIOR COURT, QUEBEC.

THOMAS KENNEDY RAMSAY, of the City of Montreal, one of Her Majesty's Counsel learned in the Law, to be Assistant Puisne Judge of the Superior Court for Lower Canada. (Gazetted September 5th, 1870.)

JUDGE SUPERIOR COURT, NEW BRUNSWICK.

HON. ANDREW RAINSFORD WETMORE, of St John, New Brunswick, Esquire, one of Her Majesty's Counsel learned in the Law, to be a Puisne Judge of the Superior Court of Judication of the said Province, in the room of the HON. NEVILLE PARKER, deceased. (Gazetted May 28th, 1870.)

DEPUTY JUDGE.

ALLAN JAMES GRANT, of the Town of L'Orignal, in the County of Prescott, and of Osgoode Hall, Barrister-at-Law, to be Deputy Judge of the County Court of and for the United Counties of Prescott and Russell. (Gazetted August 8th, 1870.)

NOTARIES PUBLIC.

JAMES F. GARROW, of the Town of Goderich, Barrister-at-Law. BENJAMIN CRONYN, of the City of London, Barris-ter-at-Law. FREDERICK WRIGHT, of the City Toronto, Attor-ney-at-Law. (Gazetted June 25, 1870.)

CHARLES WALLACE BELL, of the Town of Belleville, Barrister-at-Law. RUSK HARRIS, of the City of Toronto, Barrister-at-Law. JAMES RUTLEDGE, of the Town of Bowmanville, Barrister-at-Law. (Gazetted July 16, 1870.)

JAMES CROWTHER, of the City of Toronto, Barrister-at-Law. JAMES TILT, of the City of Toronto, Barrister-at-Law. (Gazetted July 30th, 1870.)

ABRAHAM DENT, of the Village of Mitchell. HENRY SMITH, of the Town of Cobourg. EDWIN D. KERBY, of the Village of Petrolia. (Gazetted August 13th, 1870.)

JAMES MAGEE, of the City of London, Barrister-at-Law. GEORGE WILLITS LOUNT, of the Village of Newmarket, Barrister-at-Law. JAMES F. LISTER, of the Town of Sarnia, Attorney-at-Law. FRANCIS COCKBURN CLEMOW, of the City of Ottawa, Attorney-at-Law. (Gazetted September 10th, 1870.)

ALEXANDER GRANT, of the Town of Stratford, Attorney-at-Law. (Gazetted September 17th, 1870.)

JAMES SMITH READ, of the Village of Orangeville, Attorney-at-Law. ALEXANDER GOFORTH, of the Village of Fergus, Barrister-at-Law. (Gazetted Sept. 24, 1870.)

ASSOCIATE CORONER.

THOMAS CUMINES, of the Village of Welland, Esq., to be an Associate Coroner within and for the County of Welland.