

The Canada Law Journal.

VOL. XXVII.

DECEMBER 31, 1891.

No. 20.

The Intercollegiate Law Journal is the title of a new publication hailing from New York, and intended to be devoted to the interests of the various law schools and universities throughout the United States and Canada. The editorial board is composed of representatives from apparently every known law university and school, Osgoode Hall being also represented. • *The Journal* should be a welcome addition to our legal exchanges.

THE decision of the Court of Appeal in *McMichael v. Wilkie*, 18 A.R. 464, establishes an important exception to the rule of equity, that a purchaser of an estate subject to a mortgage is, notwithstanding the absence of any express agreement so to do, bound to indemnify his vendor against the mortgage. This equitable doctrine appears to have been founded on a *dictum* of Lord Eldon in *Waring v. Ward*, 7 Ves. at p. 337, where he asserts that a court of equity imposes the obligation on the conscience of the purchaser, independently of any contract, if the purchaser is let into possession and receives the profits. This doctrine was recently applied by Boyd, C., in *Boyd v. Johnston*, 19 O.R. 598.

The Court of Appeal, by the decision we have referred to, exempts a married woman who becomes a purchaser of an estate subject to a mortgage from this equitable obligation, the reason assigned being that it does not arise by contract, and it is only by contract that she can bind her separate estate. The married woman appears to be the object of the peculiar solicitude of our modern courts of justice: and if by any ingenious argument she can be relieved from the liabilities of less favored mortals, she may be sure that it will not be wanting.

It is, perhaps, presumptuous to dispute, or even to suggest a doubt as to the correctness of the opinion that this equitable obligation is not founded in contract; and yet, at the risk of incurring that charge, we cannot forbear asking, is it really so plain that it is not founded in contract? When a man buys a piece of land subject to a mortgage, is not the amount of the mortgage really a part of the price of the land, and is he not, by virtue of his contract, as much bound to pay that part of the price as he is that part which may be payable in cash to his vendor?

If a married woman can make a valid contract to buy a piece of land, and can bind her separate estate to pay the price which is payable in cash to the vendor, on what principle, consistent with common sense, ought her estate to be exempted from paying that other part of the purchase money which is payable to the mortgagee? But we are forgetting. The law, though sometimes supposed to be "the perfection of reason," has often very little to do with such a plebeian quality as common sense.

DOMINION LEGISLATION OF 1891.

The session of 1891, instead of being, as was generally expected, brief in duration and unimportant in results, was not only prolonged far beyond the usual term of sitting, and remarkable for the incidents which occurred during its progress, but was also prolific of useful and necessary legislation. Into the events which caused the unusual length of the session it is not our province to enter, nor do the incidents connected with it come within the scope of our enquiry. It is for us, however, briefly to review the numerous Acts which, amid the din of party strife and the investigations which chiefly occupied the time and attention of Parliament, were placed upon the statute book, and for which the country is mainly indebted to the ability, industry, and perseverance of that indefatigable and painstaking jurist, the present Minister of Justice.

Referring, then, to these Acts in the order in which they appear in the statutes, we find, after a measure continuing for the present season the arrangement under which American fishing vessels are allowed the privilege of sharing in our fisheries, pending a permanent settlement of the questions in dispute, three Acts of great importance relating to matters at issue between the Dominion and Provincial Governments. The first relates to matters in dispute between the Governments of Canada and Ontario respecting certain Indian reserves in what was known as the disputed territory, and which may, if after enquiry they are not considered satisfactorily arranged, be referred to a commission. The second of these Acts provides for a reference to arbitration of the outstanding accounts between the Dominion and the Provinces of Ontario and Quebec, which, not much to the credit of any of the parties concerned, have been allowed to remain for so many years in dispute; and the third authorizes the transfer to the provincial authorities, as being the body most competent to control them, all the interests of the Government of the Dominion in the foreshores of streams, lakes, and harbors, and other territorial waters of Canada, with certain specified exceptions.

Chapter 17 is an Act to amend the Bills of Exchange Act, 1890. The amendments sought by the first three sections are intended to make it clear that bills and notes payable at sight are entitled to the usual three days of grace. Section 24 of the Act of 1890 is amended by s. 4 of the Act before us, making an important change in the original section, which provided that a forged or unauthorized signature is wholly inoperative to give the drawee or holder any right, as against any party thereto, either to retain the bill, to give a discharge therefor, or to enforce payment thereof. The amending section gives the drawee paying a cheque with a forged endorsement the rights of a "holder in due course" against any endorsement subsequent to the forged endorsement and against "bearer as a transferrer by delivery," and any such endorser paying him is to have the same rights as against any endorser prior to him but subsequent to the forged endorsement. Section 8 introduces into our law the rules of the common law of England, including the law merchant, save in so far as they are inconsistent with the express provisions of the Act, and shall be deemed

to apply to bills, notes, and cheques, from the date on which the original Act came into force.

Chapters 18, 19 and 20 relate to the electoral franchise and procedure at elections, and are therefore of a political as well as of legal interest. The amendments to the Franchise Act are unimportant, and require no special notice. Those familiar with the working of this important measure, and especially the revising officers, have made many suggestions whereby it might be greatly simplified, and its cost reduced, but, so far, little attention has been paid to them. Some future Secretary of State may, perhaps, be more willing to deal with this important subject, and to adopt the views of those best qualified to give advice, than the present holder of that position.

Chapter 19, relating to Dominion elections, settles some disputed points as to the right of deputy returning officers and poll clerks to vote, the method of endorsing ballots, the care of ballot boxes, the procedure in case of the loss of boxes, and confers power on a judge to review the action of the returning officer. It further gives the right of appeal to a judge of the Superior Court, and the method of procedure in case of such appeal, in the event of neglect or refusal to act on the part of the judge of the County Court. The Act then goes on to deal with the difficulty which has arisen from the alleged partiality of returning officers in making their returns to the Clerk of the Crown in Chancery, and of the clerk in publishing the same, whereby it has been complained that unfair advantage has been given to one party over another in the filing of petitions. It provides that the returning officer shall make his return immediately after the six days allowed for a recount, or, where there has been a recount, immediately thereafter, to the Clerk of the Crown, who shall immediately publish the returns in the order in which they have been received. Stricter provision is made for the case of bribery by way of loan or promise of loan, or promise of office or employment, from or on behalf of any candidate for election. The method of folding ballot papers is revised, and a new schedule of fees is established.

Chapter 20 makes some very important changes in the Controverted Elections Act. The jurisdiction of the Court of Appeal for Ontario in election trials, and of the Chief Justice of Ontario in arranging the *rota*, is withdrawn, and all trials must now be held before two judges. Petitions for the trial of elections must be accompanied by an affidavit from the petitioner that he has good reason to believe, and does believe, the truth of the allegations in his petition. It is also provided that in the case of elections where no poll has been demanded, the petition must be presented not later than thirty days after the nomination, and, where a poll has been demanded, not later than forty days after the day of polling, except in cases of alleged acts of bribery after the election, in which case the petition may be presented within thirty days after the alleged commission of such acts of bribery. The object of these amendments is obviously to check the presentation of petitions, except where there are good grounds for doing so, and, *bonâ fide* intention of prosecuting them. A limitation as to counsel fees, and as to costs generally, is provided, the former not to exceed \$50 and the latter \$300, exclusive of witness fees. In case of the two judges before whom a

trial is conducted differing, the member shall be held to have been duly elected; but when they agree as to the election being void, but differ as to the rest of the determination, the election shall be held to be void. The most important section, however, of this Act is the 19th, which provides that when the court decides that no corrupt practice was committed by the candidate personally, that he did not connive at any corrupt acts, and took all reasonable means to prevent them, and that the offences committed were of a trivial and limited character, and that generally the election was free from corrupt practices on the part of the candidate or his agents, it shall not be declared void. This provision is in harmony with the existing law of Ontario, and will greatly mitigate the severity with which the courts have hitherto dealt with corrupt practices in Dominion elections. It does not, however, apply to cases arising out of the last election. Agents may further be compelled to pay the costs of proving corrupt practices committed without the knowledge of the candidate.

The next Act of importance is that to amend the Act respecting the North West Territories. By this the powers of the Legislative Assembly of the Territories are greatly extended, and they are, to all intents and purposes, given the same jurisdiction as the various Provincial Parliaments, except that with regard to the important subject of education their powers are subject to the same limitation as at present. The clause relating to the use of the French language is modified, as regards the proceedings of the Assembly, by the resolution adopted in the House of Commons in the session of 1890. In other respects its use remains obligatory.

The next chapter is a new Act, providing, in very comprehensive terms, for the punishment of all such cases of fraud upon the Government, by bribes to public officers, or the acceptance of bribes by them, either for the procuring of contracts or offices, or any personal benefit, or in the shape of commissions, as were proved to have taken place by the investigations of last session.

The Supreme Court Amendment Act (c. 25) alters the time of the commencement of the October term, after 1891, from the fourth to the first Tuesday in October, and amends s. 29 as to appeals in cases relating to fees of office, duty, rent, revenue, or sum of money payable to Her Majesty in the Province of Quebec. The Act further repeals s. 37, authorizing the Governor to refer matters for the opinion of the Supreme Court, and provides that such reference may be of important questions of law or fact touching provincial legislation, or the appellate jurisdiction touching educational matters vested in the Governor in Council by the B.N.A. Act, or touching the constitutionality of legislation by the Parliament of Canada, or any other matters the Governor in Council may think proper to refer to the Supreme Court for opinion; which opinion, with the reasons for the same, shall be certified to the Governor. In constitutional cases, the Attorney-General of the Province, or, in the North West Territories, the Lieutenant-Governor shall be notified of the hearing. The court may direct any person or class of persons interested in the matter to be notified, or it may request counsel to argue as to any interest, and the reasonable expenses of such counsel are to be paid by the Receiver-General. The opinion of the court, though advisory

only, shall be treated as a final judgment, so that there can be no appeal to the Queen in Council unless allowed by the Judicial Committee.

The Exchequer Court Act (c. 26) extends the jurisdiction of the court to cases of conflicting applications under the Patent Act for patents or regulations of copyright, trade marks or industrial designs, and applications to impeach or annul the same; and apparently gives the court co-ordinate jurisdiction with provincial courts where a remedy is sought respecting the infringement of any patent, copyright, trade mark or industrial design. A further jurisdiction, similar to that given the Ontario courts by R.S.O. (1887), c. 27, to the Heir and Devisee Commission, is also given to the court, under which it may decide upon the claims of parties claiming as, or through, the heir, devisee, representative, or assignee of parties entitled to unpatented public lands of Canada. Another clause gives the Attorney-General of Canada the right to apply to the court for an interpleader issue where the Crown or its officer is under liability for any debt, money, goods or chattels in respect of which the Crown or its officer may be sued or proceeded against by two or more persons making adverse claims thereto. The other clauses authorize the appointment of a judge *pro hac vice* in certain cases, and amend the original Act in minor details.

We need not more than mention c. 33, relating to trade marks and industrial designs. The Act respecting the shipping of live stock is of interest only to cattle dealers. It is intended to remedy the evils pointed out by Mr. Plimsoll in his recent visit to this country.

Chapters 37, 38, 39, 40 and 41 all relate to the inspection of vessels, the safety of ships and cargoes, the inspection of steamboats, and certificates of masters and mates. No new principles are introduced in these Acts, with the exception of the provision for the marking of deck and load lines. The various measures are to correct defects in previous legislation which experience has found to exist.

The only remaining Act which requires our notice is one entitled "An Act respecting certain female offenders in the Province of Nova Scotia." It is an Act to give power to judges and magistrates in that Province to send a certain class of female offenders who are Roman Catholics to an institution established in the city of Halifax and known as "The Good Shepherd Reformatory and Industrial Refuge," under the control of the "Sisters of the Good Shepherd," constituted a corporation by an Act of the Provincial Legislature. The title of the institution sufficiently designates its objects, in themselves of a highly praiseworthy nature. The general provisions of the Act seem to be sufficient to secure its being properly carried out, but there is a decided defect in the want of an efficient inspection of the institution itself. We have had abundant evidence of the necessity for a close and careful inspection of all such institutions when powers are given such as are conferred by this Act. We know by experience that motives of philanthropy give no security against evils of mismanagement; and the attention of the Minister of Justice having been directed to this point, we trust that it will not be overlooked.

The list of measures above enumerated bear out, we think, the remarks made at the beginning of this article as to the voluminous and important character of the legislation of last session.

Proceedings of Law Societies.

LAW SOCIETY OF UPPER CANADA.

EASTER TERM, 1891.

(Continued from page 586.)

The Report of the Law School Building Committee was presented as follows:

(1) The contract for the erection of the Law Society building, signed by all the contractors and on behalf of the Society, is herewith submitted.

(2) The Committee have from time to time authorized the issue of cheques to contractors producing certificates from the architect, and up to this date cheques to the amount of \$8,200 have been issued as follows:

(1) To Benjamin Brick, contractor for stone, brick, and excavation, 3 certificates ..	\$5850
(2) J. C. Scott, carpenter work, 2 certificates.....	1550
(3) Pendreth & Hutton, contractors for iron work, 2 certificates	800
	\$ 8200

(3) The architect reports that the work is proceeding satisfactorily, and that there is every prospect of the building being completed within the time stipulated for in the contract.

The report of the Legal Education Committee on the regulations for admission as solicitors or barristers, under 54 Vict., c. 25, recommending that rules for giving effect to the following regulations be forthwith passed:

REGULATIONS UNDER THE ACT 54 VICT., C. 25.

(1) *Any* person applying for a certificate of qualification to be admitted as a solicitor under the provisions of the Act 54 Vict., c. 25, shall furnish proof of—

(a) *That* notice of his intention to apply for such certificate, signed by a Bencher, was given to the secretary at least two months preceding the first day of the Term in which he intends to apply for such certificate;

(b) *That* notice of his intention as aforesaid was also published once a week, for at least two months preceding the first day of such Term, in some newspaper in the county town of the county in which such person resides;

(c) *That* he was duly called to the Bar prior to the first day of January, 1891, and has been in actual practice, and that he still remains a member of the Bar in good standing, and that since his call no adverse application to disbar him or otherwise to disqualify him from practice as a barrister has been sustained, and that no charge is pending against him for professional or other misconduct;

(d) *That* he has passed the usual examination prescribed for admission to practise as a solicitor;

(e) *That* he has paid the fees payable by candidates for admission to practise as solicitor.

(2) *The* notice mentioned in sub-sections (a) and (b) shall be in the following form, viz.:—

" LAW SOCIETY OF UPPER CANADA.

" Mr. (some Bencher) gives notice that Mr. A. B., who has been called by the Law Society to the degree of Barrister-at-Law prior to the first day of January, 1891, will next term apply to the Law Society for a certificate under the corporate seal of the society of his fitness and capacity, and that he is in all respects duly qualified to be admitted as a solicitor.

"As of..... Term, 189..

(Bencher's Signature.)

(3) The secretary shall receive such notice upon payment of one dollar and shall make two lists containing the names, additions, and residences of the persons intending to apply as aforesaid, and affix one of such lists in a conspicuous place in his office and the other in Convocation Hall.

(4) The certificate to be granted shall be in the following form :

" These are to certify that Mr. A. B., who has been called by the Law Society to the degree of Barrister-at-Law prior to the first day of January, 1891, having now satisfied the society of his fitness and capacity, and that he is in all respects duly qualified to be admitted as a solicitor, may be admitted and enrolled as a solicitor in accordance with the provisions of the statutes in that behalf.

" In testimony whereof I, E. B., treasurer of the said society, have to these presents affixed the seal of the said society, at Osgoode Hall, this..... day of....., in the year of Our Lord one thousand eight hundred and..... and the..... year of Her Majesty's reign.

" J. H. E.,

" Secretary.

" E. B.,

" Treasurer."

(5) The person applying for and obtaining such certificate shall pay therefor the sum of two dollars.

A rule founded on the Act 54 Vict., c. 25, and the above report, was then introduced, read a first, second, and third time, and carried.

The Secretary was directed to send a copy to every barrister entitled to apply under the provisions of the above.

The joint report of the Finance and Legal Education Committees, as to Law School fees, was then presented.

Ordered, that the fees payable by students for attendance upon lectures in the Law School be increased to twenty-five dollars a year, and that such amendments to existing rules as may be necessary to give immediate effect to such increase be made.

The Select Committee on Honors and Scholarships reported as follows :

(1) That the following candidates passed their second year's examination with Honors, namely, Messrs. C. H. Barker, S. Johnston, J. H. Moss, J. E. Jeffrey, R. M. Lett, W. Cross, M. J. O'Connor, and J. G. Smith.

(2) That Mr. Barker is entitled to a scholarship of \$100; Mr. Johnston to a scholarship of \$60; and Messrs. Moss, Jeffrey, Lett, Cross, and O'Connor to a scholarship of \$40 each.

(3) That the following candidates passed their first year's examination with honors, namely, Messrs. J. C. Haight, W. E. Woodruff, and W. A. Fraser.

(4) That Mr. Haight is entitled to a scholarship of \$100; Mr. Woodruff to a scholarship of \$60; and Mr. Fraser to a scholarship of \$40.

The report was read and adopted, and payments ordered to be made thereon.

Mr. Lash gave notice that he would next Term move to introduce a rule repealing Rule 201 of the rules of the 8th June, 1889, substituting therefor the following, to take effect from and after the first day of May, 1891, viz.:

(201) Of the candidates passed with honors at each intermediate examination or Law School examination, allowed in lieu thereof, the first shall be entitled to a scholarship of \$100, the second to a scholarship of \$60, and the next five to a scholarship of \$40 each, and that each scholar shall receive a diploma certifying to the fact.

Also, that Rule 204 of said rules be repealed and the following be substituted therefor, to take effect from the first day of May, 1891, viz.:

(204) Of persons called with honors, the first six shall be entitled to medals on the following conditions:

The first, if he has passed both the intermediate examinations or Law School examinations, allowed in lieu thereof, to a gold medal, otherwise to a silver medal;

The next two, if they have passed both intermediate examinations or Law School examinations, allowed in lieu thereof with honors, to a silver medal each, otherwise to a bronze medal;

The next three, if they have passed both intermediate examinations or Law School examinations, allowed in lieu thereof with honors to a bronze medal each.

On motion duly made, ordered that Rule 65, page 19, be amended by inserting after the word "Toronto," on the last line but one of page 19, the words "or other bank duly authorized by the Finance Committee."

The rule as to stages was suspended, and the rule as amended was read three times and carried.

Mr. Martin moved that Rule 156 be amended by adding thereto as follows:

(156) (a) Any Student-at-Law or Articled Clerk, not being a graduate, who is under Rule 156 subject to attend the school for three years, may at his option take the first year of his course during the first or second year of his attendance or service by giving notice of his intention to the Principal at least one week before the commencement of the session.

Carried.

The rule as to stages having been suspended, the rule was read a first, second, and third time, and passed.

Ordered, that two hundred copies of Mr. Reeve's report of 18th May, 1891, be printed and sent to judges, benchers, and County Law Association.

STATEMENT OF REVENUE AND EXPENDITURE OF THE LAW SOCIETY

FOR THE YEAR ENDING 31ST DECEMBER, 1890.

REVENUE.

Certificate and Term Fees.....	\$23,611 31
Arrears, Fines, and Costs collected.....	1,219 50
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	24,830 81
Less Fees returned.....	135 50
	<hr/>
	\$24,695 31

Notice Fees.....		\$379 00
Attorneys' Examination Fees.....	\$6,820 00	
Less Fees returned.....	150 00	
	<hr/>	6,670 00
Students' Admission Fees.....	3,610 00	
Less Fees returned.....	320 00	
	<hr/>	3,290 00
Call Fees.....	11,265 00	
Less Fees returned.....	525 00	
	<hr/>	10,740 00
Interest and Dividends.....		4,443 71
Law School Fees.....	1,640 00	
Less Fees returned.....	30 00	
	<hr/>	1,610 00
Reporting—Rowse & Hutchison, for Reports sold.....		1,438 13
Fees on Petitions, Diplomas, etc.....		135 00
Fines, Lending Library.....		13 10
Law Costs—Deposit, <i>Re Hand</i> , returned.....		400 00
Telephone Office, collected for Commission and Messages.....		102 83
Balance, being excess of expenditure.....		4,653 52
		<hr/>
		\$58,570 60

EXPENDITURE.

REPORTING:—

Salaries, thirteen months.....	\$10,658 16	
Insurance on Reports at Rowse & Hutchison's.....	90 00	
Printing as per contract, including \$1,250 paid on 31st December, 1890, instead of on 1st January as heretofore.....	8,725 49	
Notes for <i>Law Journal</i>	\$215 21	
Notes for <i>Law Times</i>	231 45	
	<hr/>	446 66
		\$19,920 31

LAW SCHOOL:—

Salaries, thirteen months.....	9,166 53	
Scholarships.....	720 00	
Printing Curriculum in <i>Law Journal</i>	50 00	
Stationery and Printing.....	210 25	
Furniture.....	215 00	
Extra Attendance (Gilly).....	102 66	
	<hr/>	10,464 44

EXAMINATIONS:—

Salaries—Proportion of Examiners' Salaries in respect of Old Curriculum.....	708 30	
Printing and Stationery.....	210 00	
Advertising Curriculum in <i>Law Journal</i>	50 00	
Examiners for Matriculation, Hilary Term, 1890.....	82 00	
Medals.....	54 51	
	<hr/>	1,104 81

LIBRARY:—

Books, Reports, and Periodicals.....	2,568 53	
Binding and Repairs.....	411 11	
	<hr/>	2,979 64

COUNTY LIBRARY AID:—

Brant.....	\$ 84 83
Bruce.....	25 20
Carleton.....	288 92
Essex.....	578 50
Frontenac.....	46 00
Hamilton.....	383 48
Leeds and Grenville.....	660 00
Windsor.....	70 00
Middlesex.....	405 00
Norfolk.....	155 00

Perth	\$ 71 00	
Peterboro	475 00	
Welland	40 00	
Wellington	71 00	
York	814 00	
Reports on County Libraries	7 92	
J. Winchester, for inspecting	300 00	
		\$4,475 85
GENERAL EXPENSES :—		
Salaries to 31st December, 1890—		
Secretary and Librarian, thirteen months	2,166 67	
Assistants, " "	2,106 59	
Auditor, " "	108 33	
Housekeeper " "	568 75	
		4,950 34
Lighting, Heating, and Water—		
Gas	258 74	
Water	72 70	
Incandescent Lighting	91 48	
Gas Stove	30 80	
Fuel	160 75	
Repairs to Apparatus, Gas, Steam, and Water Pipes	45 17	
Government Lighting and Heating, during 1888-89	850 00	
" " " " 1889-90	1,070 00	
		2,579 64
Insurance—increased amount, three years' premium		160 00
Grounds—		
Gardener	386 00	
Tools, and sharpening same	2 00	
Cartage	5 00	
Labor, thirteen months	392 00	
Snow clearing	29 13	
Sodding, Plants, and Flowers	74 35	
		888 48
ADDITIONS, ALTERATIONS, AND REPAIRS :—		
As per Schedule A		6,768 21
PRINTING, ADVERTISING, AND STATIONERY :—		
Advertising	194 60	
Stationery	123 96	
Printing	207 40	
		525 96
LAW COSTS :—		
Solicitor's allowance, thirteen months	325 00	
Lount & Marsh, Counsel Fees—		
McDonel v. Law Society	\$	
McDougall v. Law Society		
	435 00	
Walter Read, Taxed Costs, Miscellaneous	79 21	
Paid Defendants' Costs, Law Society v. McDougall	486 06	
Stenographer for use Discipline Committee	78 85	
		1,404 12
TELEPHONE OFFICE :—		
Rent	100 00	
Salary, thirteen months	453 00	
Messenger, " "	130 00	
		683 00
SUNDRIES :—		
Mr. Hardy—		
1890 { Legal Chart	100 00	
{ Law List	100 00	
1891—Legal Chart	100 00	
		300 00

Portrait of Sir W. Campbell.....		\$200 00
Term Lunches.....		727 02
Postages.....		116 78
Telegrams.....		4 50
Resumé.....		25 00
Oiling Floor, \$8.40; Moving Pictures, \$18.....	\$26 40	
Laying Carpets, \$6.15; Pails and Brooms, \$13.10; Cleaning Chimneys, \$3.35.....	22 60	
Soap, \$34.93; Dusting Books, \$18; Copy of Inventory and Catalogue, \$9.06.....	61 99	
Lock and Keys, etc., \$7.30; Petty Expenses, \$12.71.....	20 01	
Ice, two seasons.....	46 50	
Gratuity to Postman, \$5; Guarantee Premium, \$20.....	25 00	
		<u>202 50</u>
		\$58,570 60

Audited and found correct,

HENRY WM. EDDIS, F.C.A.,

Auditor.

SCHEDULE A.

DETAILS OF ADDITIONS, ALTERATIONS, AND REPAIRS.

LAW SCHOOL.—Students' Rooms :—

Douglas & Co., sheet iron work.....	\$ 88 67	
O'Connor, painting and glazing.....	246 67	
Rundle, plastering.....	136 27	
Dudley & Scott, carpentering.....	291 03	
Duthie, deck roof.....	28 33	
Bennett & Wright, steam fitting.....	172 10	
Brick, brick work.....	83 07	
		<u>\$1,046 14</u>

CONSULTATION ROOMS :—

Douglas & Co., sheet iron work.....	44 33	
O'Connor, painting and glazing.....	123 00	
Rundle, plastering.....	68 13	
Dudley & Scott, carpentering.....	145 51	
Duthie, deck roof.....	14 17	
Bennett & Wright, steam fitting.....	86 23	
Brick, brick work.....	41 33	
		<u>522 70</u>

FIRE PROTECTION :—

Nicholls, fire escape.....	318 22	
Pim, iron doors.....	180 00	
O'Connor, painting, etc.....	15 18	
Brick, building up door and w.....	51 40	
Bennett & Wright, water service & electric alarm.....	670 00	
		<u>1,234 80</u>

EAST WING :—

O'Connor, external repairing and painting, including roof.....	1,087 35	
Furniture, including carpet and wardrobes.....	1,171 91	
Architect, Mr. Storm's fees for the year.....	301 78	

ELECTRIC LIGHT IN LIBRARY :—

Nicholls, putting in apparatus.....	935 00	
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LIBRARY IMPROVEMENTS :—

Rundle, plaster work.....	54 40	
Scott, carpenter work.....	78 21	
O'Connor, painting, etc.....	171 95	
		<u>304 56</u>

BENCHERS' ROOM :—

O'Connor, calsoning \$ 30 80

GENERAL REPAIRS :—

Tennant, carpenter work	\$56 45
Bryce, repairs to asphalt floor in area	20 00
Pim, one new iron gate	30 00
" repairing old gates	17 50
" " railings	5 00
Magure & Bird, gasfitting and plumbing	11 45
	<hr/>
	140 40

Less Cheque No. 1526 cancelled..... \$6,775 44
7 23

\$6,768 21

NOTE.

Total Expenditure..... \$58,570 60

The following items which are of an exceptional character, namely :—

Proportion of insurance chargeable in 1891 and 1892.....	\$ 53 00
Permanent improvements, \$6,768 21 (see Schedule A.), less ordinary repairs, \$1,000	5,768 21
Reporters' salaries, payment made Dec. 31, '90, instead of Jan. 1, '91, as formerly	960 31
Printing Reports, " " " " " " " "	1,250 00
Law School, " " " " " " " "	705 11
General Salaries, " " " " " " " "	380 79
Labor, " " " " " " " "	30 15
Solicitor, " " " " " " " "	25 09
Telephone salaries, " " " " " " " "	44 80
Chart, " " " " " " " "	100 00
Government heating for the year 1889.....	850 00
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	10,167 37

Expenditure, less items of exceptional character..... \$48,403 23

Revenue for year..... 53,917 08

Ordinary Expenditure for year..... 48,403 23

Balance of Revenue of 1890 over ordinary expenditure of 1890..... \$ 5,513 85

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Early Notes of Canadian Cases.

EXCHEQUER COURT OF CANADA.

BURBIDGE, J.]

[Nov. 28.]

MORIN v. THE QUEEN.

Government railway—Damage to farm from overflow of boundary ditches—Obligation to maintain same.

The Crown is under no obligation to repair or keep open the boundary ditches between farms crossed by the Intercolonial Railway in the Province of Quebec.

Choquette and Belcourt for plaintiff.
Hogg, Q.C., and Angers, Q.C., for defendant.

MAYES v. THE QUEEN.

Contract for the construction of a public work—Delay in exercising Crown's right to inspect materials—Independent promise by Crown's servant, effect of—Government Railways Act, 1881.

It was a term in suppliant's contract with the Crown for the construction of a public work that certain timber required in such construction should be treated in a special manner, to the satisfaction of the proper officer in that behalf of the Department of Railways and Canals. By another term of the contract, it was declared that the express covenants and agreements contained therein should be the only ones upon which any rights against the Crown should be founded by the suppliant.

The suppliant, immediately upon entering upon the execution of his contract, notified A., the proper officer of the Department in that behalf, that he intended to procure the timber at a certain place and have it treated there in the manner specified before shipment. A. approved of the suppliant's proposal, and promised to appoint a suitable person to inspect the timber at such place within a given time. The inspector was not appointed until a long time after the period so limited had expired, and by reason of such delay the suppliant had to pay a higher rate of freight on the timber than he otherwise would have had to pay, and was compelled to carry on his work in more unfavorable weather and at greater cost, for which he claimed damages.

Held, on demurrer to the petition, that the Crown was not bound under the contract to have made the inspection at any particular place, and that in view of the 98th section of the Government Railways Act, 1881, and the express terms of the contract, A. had no power to vary or add to its terms, or to bind the Crown by any new promise.

The suppliant's contract contained the following clause: "The contractor shall not have or make any claim or demand, or bring any action, or suit, or petition against Her Majesty for any damage which he may sustain by reason of any delay in the progress of the work arising from the acts of any of Her Majesty's agents; and it is agreed that, in the event of any such delay, the contractor shall have such further time for the completion of the work as may be fixed in that behalf by the Minister."

Held, that this clause covered delay by the Government's engineer in causing an inspection to be made of certain material, whereby the suppliant suffered loss.

Pugsley, Q.C., for suppliant.

W. B. A. Ritchie for respondent.

[December 9.]

SMITH & PATTERSON, v. THE QUEEN.

Customs duties—The Customs Act, R.S.C., c. 32, ss. 58, 59, 63; 51 Vict., c. 14, s. 15—52 Vict., c. 14, s. 6—Market value—Value for duty—Costs.

The rule for determining the value for duty of goods imported into Canada prescribed by the 58th and 59th sections of the Customs Act (R.S.C., c. 32) is not one that can be universally applied.

When the goods imported have no market value in the usual and ordinary commercial acceptance of the term in the country of their production or manufacture, or where they have no such value for home consumption, their value for duty may be determined by reference to the fair market value for home consumption of like goods sold under like conditions.

The Vacuum Oil Co. v. The Queen (2 Ex.C.R. 234) referred to.

The goods in question in this case were part of a job lot of discontinued watch-cases, and at the time of their sale were not being bought and sold in the markets of the United States. They could be purchased for sale or use there,

but only at published prices which were greater than any one would pay for them.

The claimants bought the goods for export at their fair value, being about half such published prices. They let their agent in Canada know the prices paid, but withheld from him the fact that the purchase was made on the condition that the goods were to be exported. The agent, without intending to deceive the Customs appraiser, represented that the prices were those at which the goods could be had in the United States when purchased for home consumption. This representation was untrue. On the question of the alleged undervaluation the court found for the claimants, but, because of such misrepresentation, without costs.

Greenshields, Q.C., and R. C. A. Greenshields,
for claimants.

Oster, Q.C., and Hogg, Q.C., for respondent.

SUPREME COURT OF JUDICATURE
FOR ONTARIO.

HIGH COURT OF JUSTICE.

Queen's Bench Division.

GALT, C.J.]

[Oct. 12.

IN RE COE v. COE

*Prohibition—Division Court—Appeal to, from
magistrate's order, under 51 Vict., c. 23—
Notice of appeal—"Cause or matter"—Amend-
ment.*

By s. 15 of R.S.O., c. 139, which by s. 11 of 51 Vict., c. 23, is to regulate appeals to Division Courts from magistrate's orders for payment of maintenance moneys by husbands to wives, it is provided that the appellant shall give to the opposite party a notice in writing of his appeal, and of the cause or matter thereof, eight days, at least, before the holding of the court at which the appeal is to be heard.

Where a notice of appeal was given in time, but did not state any "cause or matter" of the appeal,

Held, on a motion for prohibition, that the judge presiding at the Division Court had no power to allow the notice to be amended.

E. A. Forster for the plaintiff.

Douglas Armour for the defendant.

Divl Court.]

[Nov. 25

IN RE LILLEY AND ALLIN.

Mandamus—Revising officer—Electoral Franchise Act, R.S.C., c. 5, ss. 19, 33—Notice of objection of names on voters' list—Grounds of objection—"Not qualified"—Validity of notice—Ruling of revising officer upon—Appeal to county judge.

A notice under s. 19 of the Electoral Franchise Act, R.S.C., c. 5, as amended by 52 Vict., c. 9, s. 4, to a person whose name was objected to, for the purpose of having the name taken off the voters' list at the final revision, simply gave "not qualified" as the ground of objection.

Held, sufficient.

The revising officer (who was not a judge), having ruled that the notice was valid, the person whose name was objected to appealed from that ruling to the county judge, who held that the notice was invalid, and the revising officer thereupon refused to go on and hear the complaint.

Held, that no appeal was given by s. 33 of the Act from the revising officer's ruling; and therefore the proceedings before the county judge were *coram non judge*.

Held, also, that the remedy for a person whose application the revising officer refuses to consider is by mandamus and not by appeal to the county judge.

Re Marter and Gravenhurst, 18 O.R. 243, distinguished.

Aylesworth, Q.C., and Gibbons, Q.C., for Frank W. Lilley.

Hellmuth for Lewis Allin.

C. J. Holman for the revising officer.

Chancery Division.

BOYD, C.]

[Oct. 20.

RE ALGER AND THE SARNIA OIL CO.

Sale without reserve—Sale by tender—Reception of tenders—"Peremptorily closed"—Extending the time—Accepting last in, but highest.

A sale without reserve means that the vendor will not bid, nor any one on his behalf, and the property will be sold to the highest bidder.

A sale by tender (not saying to the highest bidder) is a mere attempt to ascertain whether an offer can be obtained within such a margin as the seller is willing to adopt.

Tenders were advertised for, to be received by a certain time, when the sale was to be "peremptorily closed." At the time fixed one tender only was in, and the referee enlarged the time for the arrival of a train which was late. Two more tenders were received by that train and all three were opened, when a fourth was handed in by a party present. The referee instructed notice to be given to the other tenderers, and on a subsequent day accepted the last, which was the highest.

Held, that he was right in so doing.
Meredith, Q.C., for Englehart, an appellant.
Hoyles, Q.C., for Nesbett, an appellant.
E. R. Cameron for the vendors.
D. MacMillan for the liquidator.

Practice.

BOYD, C.] [October 14.
 PRICE v. WADE.

Judgment—Application for leave to issue execution on judgment more than twenty years old—Statute of Limitations—R.S.O., c. 60, s. 1—Rule 886—"Issue"—"Action."

The limit of twenty years being fixed by R.S.O., c. 60, s. 1, after which, in the absence of payment or acknowledgment, an action cannot be brought upon a judgment, the analogy of the statute applies to applications for leave to issue execution after the lapse of twenty years from the date of the judgment or the return of the last execution.

An issue, directed under Rule 886, to try the question of liability upon a judgment more than twenty years old is an action within the meaning of R.S.O., c. 60, s. 1, and the Statute of Limitations would be a good defence.

W. M. Douglas for the administrator of the plaintiff.

Hoyles, Q.C., for the defendant.

Q.B. Div'l Court.] [Nov. 28.

WALKER v. DICKSON.

Indemnity—Question between co-defendants—Order directing determination of—Rule 328—Pleading—Notice of trial.

Rule 328 is applicable where a defendant claims indemnity or relief over against a co-defendant.

And where such a claim was made against a co-defendant who had not appeared or defended the plaintiff's claims,

Held, that an order was properly made for the trial of the question between the co-defendants at the same time and place as the plaintiff's claim, notwithstanding that the time for pleading to the claim for relief over had not expired, and that it was at the date of the order too late to give the usual ten days' notice of trial.

C. W. Kerr for the defendant Rogers.
G. B. Gordon for the defendant Milburn.

STREET, J.] [Nov. 30.

WAIT v. SAGER.

Creditors' Relief Act—R.S.O., c. 65, s. 4, s-s. 3—*Sheriff's interpleader*—Claim by chattel mortgagee—Claimant abandoning—Rights of claimant under execution subsequently obtained.

Certain goods of the defendant seized by a sheriff under the plaintiffs' execution were claimed by a chattel mortgagee, whereupon an interpleader issue was directed. The goods were sold under the interpleader order by the sheriff, who deducted his fees from the proceeds, and by consent retained the residue in his hands pending the result of the issue, and entered it as held under the Creditors' Relief Act. The claimant never delivered any issue and abandoned the interpleader proceedings. He obtained judgment against the defendant, and about six weeks after the making of the interpleader order placed an execution in the sheriff's hands.

The plaintiffs contended that the claimant should not be allowed to participate as an execution creditor in the proceeds of the goods.

Held, that he should not be barred of his rights as an execution creditor, because before he had attained that status he had asserted a right in a different capacity.

Whatever might have been the effect, had his claim been insisted upon, of s. 4, s-s. 3, of the Creditors' Relief Act, R.S.O., c. 65, none should follow the fact that a claim was made and abandoned before it became necessary to contest it.

A. H. Baird for the plaintiffs.
A. D. Hardy for the sheriff.
Heyd for the claimant.

ARMOUR, C.J.]

[December 12.

STANDARD BANK v. FRIND & Co.

Partnership—Judgment against firm—Execution against alleged partner—Rules 756, 876—Method of determining liability.

Where an application is made under Rule 876 for leave to issue execution, upon a judgment against a firm, against an alleged member of the firm, who has not admitted that he was and has not been adjudged to be a partner, and who was not served as a partner with the writ of summons, and who disputes his liability, there is no power in the court or a judge, under Rule 756 or otherwise, to summarily determine the question of his liability; but an issue must be directed.

Tennant v. Manhard, 12 P.R. 619, overruled. *A. H. Marsh, Q.C.*, for the plaintiffs. *S. King* for Paul Frind.

DIVISION COURTS SITTINGS

IN TORONTO, FOR 1892.

1st Division: A. McLean Howard, Clerk.

TUESDAYS.

January	5,	12,	19,	26	
February	2,	9,	16,	23	
March	1,	8,	15,	22,	29
April	5,	12,	19,	26	
May	3,	10,	17,	25,	31
June	7,	14,	21,	28	
July	5,	12,	19,	26	
September	6,	13,	20,	27	
October	4,	11,	18,	25	
November	1,	8,	15,	22,	29
December	6,	13,	20,	27	

10th Division: E. H. Duggan, Clerk.

THURSDAYS.

January	7,	14,	21,	28	
February	4,	11,	18,	25	
March	3,	10,	17,	24,	31
April	7,	14,	21,	28	
May	5,	12,	19,	26	
June	2,	9,	16,	23,	30
July	7,	14,	21,	28	
September	8,	15,	22,	29	
October	6,	13,	20,	27	
November	3,	10,	17,	24	
December	1,	8,	15,	22,	29

JURY CASES

FIRST DIVISION.

Wednesday,	24th February.
"	27th April.
"	22nd June.
"	21st September.
"	23rd November.

TENTH DIVISION.

Friday,	26th February.
"	29th April.
"	24th June.
"	23rd September.
"	25th November.

JUDGMENT SUMMONSES

Will be heard as follows: 1st Division, Mondays at 10 a.m.; 10th Division at 2 p.m., on January 18th, February 15th, March 14th, April 11th, May 9th, June 6th, July 4th, September 12th, October 10th, November 7th, December 5th.

Judges Chambers are held every Monday at 10 a.m.

WINTER ASSIZES.

Ottawa (civil and criminal), before Rose, J., Tuesday, 5th January, 1892.

London (civil cases only), before Armour, C.J., Wednesday, 6th January, 1892.

Hamilton (civil cases only), before MacMahon, J., Wednesday, 6th January, 1892.

Toronto (criminal), before Street, J., Wednesday, 6th January, 1892.

Toronto (civil), before Street, J., Wednesday, 13th January, 1892.

(It is expected that Street, J., will take the new list only, and that Boyd, C., will try the non-jury remanets.)

COUNTY OF YORK LAW ASSOCIATION LIBRARY.

Latest additions:

Byles (Rt. Hon. Sir J.), Bills of Exchange, etc., 15th ed., London, 1891.

Fisher (J.R.), and Strachan, (J.A.), The Law of the Press, London, 1891.

Garrett (E.W.), The Law of Nuisances, London, 1890.

Index to the Journals of the Legislative Assembly, 1852 to 1866.

Mews (J.), Criminal Law Digest, London, 1884.

Pope (H. M. R.), The Law and Practice of Lunacy, 2nd ed., London, 1890.

Russell (F.), The Law of Submissions and Awards, 7th ed., London, 1891.

Sessional Papers of the Dominion Parliament for 1891, 3 vols.

Short (F.H.), and Mellor (F.H.), Practice of the Crown Side of the Q.B.D., London, 1890.

Stephens (H.), The Law of Malicious Prosecutions, Philadelphia, 1889.

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