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As we go to press we receive the Bill of the Attorney-General on the subject of law reform. We are obliged to reserve any comments until our next issue.

WE seem to have, in Canada, a more than passing interest in the career of Lord Russell, Chief Justice of England, owing to his connection with the *cause celèbre* of the Behring arbitration, in which Canadians were somewhat concerned. We have, therefore, pleasure in reproducing the following extract from our namesake in England, in its issue of February 23rd: "Lord Russell has now occupied the seat of Chief Justice for a sufficient time to enable the profession to form a trustworthy opinion as to his judicial qualities. There can be no doubt as to what that opinion is. Lord Russell has, of course, displayed, in his short tenure of office, all the characteristics to which he owed his unrivalled position at the Bar—a wide and varied knowledge of [illegible] nature, marvellous quickness in mastering the most complicated facts, and singular clearness in reproducing them. But he has done much more than this. We all expected him to keep a firm rein over the proceedings in his court. But some of us, perhaps, did not anticipate that he would, at least at the very outset of his judicial career, exhibit the patience, the self-restraint, and the evenness of judgment which he has already evinced. The possibility that he might, at first, be somewhat defective in these qualities was the only cloud that hung over the horizon of the hopes of the legal profession in regard to his judicial work. Lord Russell has effectually dissipated them, and he bids fair to be as great a Chief Justice as Sir Alexander Cockburn."

THE lines never fall in very pleasant places to any jurymen, but the scene described in an English contemporary reminds us of magistrates' courts we have seen in the backwoods of frozen Canada. To hear of such things in the metropolis of the world is rather amusing. We are told that "when the curtain rose, the coroner was disclosed seated at his desk, wrapped in a rug, endeavouring to see by the aid of a tin lamp, and with a pot of frozen ink before him. It appeared that the gas had become cut off by the frost, and that it had therefore been found impossible either to heat or to light the building. The patient resignation, however, with which the coroner had settled down to do his duty and catch his death of cold was fortunately not shared by the jury. One of their number declared that he would wear his hat; another announced that he would not remain, whatever might be the consequences. At length the foreman, in the name of the whole body, requested the coroner and a more convenient place for holding the inquest; and ultimately an adjournment was taken to a neighbouring tavern."

THE DOCTRINE OF EJUSDEM GENERIS AS APPLIED TO THE CONSTRUCTION OF DOCUMENTS.

One of the important principles laid down by the courts for the construction of documents is embodied in what is known as the doctrine of *ejusdem generis*. This doctrine is one of considerable antiquity, and instances of its application are to be found very early in the books. While in some of the cases in which it has been applied it may appear to have had the effect of defeating the true intention of the document, and to be a rule based on rather artificial reasoning, yet, on the whole, it would seem from modern cases that when properly applied its object and effect is really to effectuate what, on a reasonable view of the whole instrument, appears to be its true intent.

The doctrine may be shortly defined as being a principle of construction whereby courts of law are accustomed to restrict the meaning of general words occurring in any document, so as to confine them to cases, things, persons, or events, *ejusdem generis* with those therein specifically mentioned or enumerated with which they are associated.

For instance, where a deed contains a specific description of

property intended to be thereby conveyed, or affected, and this specific description is preceded or followed by some general description referring to the property to be conveyed, unless from the context the contrary intention clearly appears, the general words will be construed as comprising only such property as is *ejusdem generis* with that comprised in the specific description. See Elphinston on Interpretation of Deeds, p. 173. The rule is thus stated in Maxwell's Interpretation of Statutes, 2nd ed., pp. 405-6: "A general word which follows particular and specific words of the same nature as itself takes its meaning from them, and is presumed to be restricted to the same genus as those words." * And it is also stated by Pollock, C.B., as follows: "It is a general rule of construction that where a particular class is spoken of, and general words follow, the class first mentioned is to be taken as the most comprehensive, and the general words treated as referring to matters *ejusdem generis* with such class:" *Lyndon* v. *Stanebridge*, 2 H. & N. 51. But neither of these propositions are exhaustive, and, as we have said, the rule may apply in cases where the general words precede the specific words, as well as to cases where they follow them.

The rule, however, is by no means an inflexible one, and, as we shall see, gives way where the instrument manifests a plain intention that the general words shall not be so restricted. It is applicable to the construction of all kinds of documents, and it is one that may be applied by courts of law as well as courts of equity.

It is frequently applied in the construction of statutes, and many instances may be found where the general words of a statute have, by the application of this doctrine, been confined within very narrow limits. It would be impossible here to review all the cases illustrating the application of the rule, and we shall therefore content ourselves with referring to a few of them.

The doctrine has been applied in the construction of the Lord's Day Act (29 Car. 2, c. 7), which enacts that "no tradesman, artificer, workman, labourer, *or other person whatsoever*, shall do or exercise any labour, business, or work of their ordinary callings upon the Lord's Day:" and, notwithstanding the gener-

* Wills, J., in *Fenwick* v. *Schmaltz*, L. R. 3 C. P. 315, is cited in support of the rule as laid down in Maxwell, but what that learned judge appears to have done in that case is to enunciate an exception to the rule, viz., "that if the particular words exhaust a whole genus, the general word must refer to some larger genus."

ality of the words, "or other persons whatsoever," it was held that they were confined to persons pursuing callings like those specified in the preceding words, and did not include others, *e.g.*, a coach proprietor: *Sandiman* v. *Breach*, 7 B. & C. 96; or a farmer: *Reg.* v. *Cleworth*, 4 B. & S. 927; or an attorney: *Peate* v. *Dicken*, 1 C. M. & R. 422; or persons in the public service of the sovereign: *Reg.* v. *Berriman*, 4 O.R. 282.

It was also applied in the construction of an Act which made it felony to break into "a dwelling, shop, warehouse, or counting house," which words were held not to include a "workshop": *Reg.* v. *Sanders*, 9 C. & P. 79; so also in the construction of 11 Geo. II., c. 19, which authorizes "corn, grass, *or other product*," growing on the demised lands, to be distrained for rent; and it was held that only similar products to corn and grass come within the general words "or other product," and, therefore, they did not include young trees: *Clark* v. *Gaskarth*, 8 Taunt. 431; and for the like reason it was held that young trees were not within an Act which made it penal to steal "any plant, root, fruit, or vegetable production growing in a garden, orchard, nursery-ground, hothouse, or conservatory": *Rex.* v. *Hodges*, 1 Moo. & M. 341, because a tree was not *ejusdem generis* with a "plant, fruit, or root."

So an Act which authorized the police to enter any "house or room" used for stage plays, and imposed a penalty for keeping any house "or other tenement" as an unlicensed theatre, was held not to extend to a portable booth consisting of two wagons joined together, and used as a theatre by strolling players: *Fredericks* v. *Howie*, 1 H. & C. 381.

A similar principle of construction was applied to the English Companies Act, 1862, s. 79 (see 52 Vict., c. 32, s. 4, s-s. (*e*) (D.)), which authorizes the Court of Chancery to wind up companies—where the company passes a resolution in favour of that course,—or does not begin business within a year,—or its members are reduced to seven, *-or where the court thinks a winding up "just and equitable,"*—and it has been held that these general words only apply to cases where for causes *ejusdem generis* with those previously mentioned the court thinks it just and equitable: *Spackman's Case*, 1 McN. & G. 170; *Re Anglo-Greek Steam Co.*, 2 Eq. 1; and see per Lord Macnaghten, 12 App. Cas. 502.

The doctrine was also applied in the interpretation of 20 Geo.

II., c. 19, which empowers justices to determine differences between masters and "servants in husbandry, artificers, and handicraftsmen," and persons in some other specified employments, "and *all other labourers*"; and it was held that the general words "all other labourers" did not include domestic servants: *Kitchen* v. *Shaw*, 6 A. & E. 729; or a man employed to take care of goods seized in execution: *Branwell* v. *Penneck*, 7 B. & C. 536; but are confined to labourers *ejusdem generis* with those particularly mentioned.

So also, where a statute entitled a district surveyor, "*or other person*," to a month's notice of action for anything done under the Act, the words "other person" are held to apply only to persons *ejusdem generis* with a district surveyor: *Williams* v. *Golding*, L.R. 1 C.P. 69.

The rule being one, however, designed to effect the presumable intention of the legislature will not be applied whenever there are sufficient grounds appearing in the statute for concluding that the general words are not intended to be restricted by the specific words: see *Young* v. *Grattridge*, L.R. 4 Q.B. 166: *Harris* v. *Jenns*, 30 L.J.M.C. 183; 9 C.B.N.S. 152; *Pearson* v. *Kingston*, 3 H. & C. 921.

Thus in *Reg.* v. *Payne*, L.R. 1 C.C. 27; 4 Camp. 233, a statute which made it penal to convey to any prisoner "any mask, dress, or other disguise, or any letter, or *any other article or thing*," was held to apply to a crowbar, because it was considered that the specific words used each exhausted the class of things they referred to, and, therefore, the general words must be understood as referring to other *genera*.

Cases in which the doctrine has been applied in the construction of deeds are very numerous. One of the earliest cases in which we find the doctrine referred to is *Turpine* v. *Forreyner*, 1 Bulst. 99 (8 Jac. 1). In this case we have only an expression of judicial opinion, but not any actual decision on the point; but the case serves to show that it was then a recognized rule of construction. In that case a man being seized of a manor and tenement in fee simple, and possessed also of a leasehold for years in the town of Dale, by a deed of bargain and sale did give, grant, bargain, sell, enfeoff, and confirm unto the grantee the manor, tenements, "*and all other the lands and tenements which he hath in the town of Dale*," *habendum* to the grantee and his heirs; and the

question was raised whether the leasehold passed under these general words. The case went against the plaintiff on a point of pleading, so that it became unnecessary actually to decide the question of law; but at the conclusion of the report it is said: "Croke, Williams, Yelverton, and Fenner, JJ., delivered their opinions that, as to this, they held it a strong case for the plaintiff, that by the general words in this deed of bargain and sale the lease for years did not pass." No reasons are assigned, but among the cases cited for the plaintiff is that of *Lord North* v. *The Bishop of Ely*, 18 Eliz. 2, the facts of which were stated as follows by counsel: "The predecessor of the Bishop had made a lease to him of his manor house, of the site thereof, and of certain particular closes and demesnes by particular names, '*and of all other his lands and demesnes*'; upon this it was questioned whether an ancient park and copyhold land there should pass, and by the rule of the court neither of them did pass by these general words, for that neither the park nor yet the copyhold could be intended for to be demesnes, and that in such cases a grant shall not be construed by any violent construction, but according to the intention of law."

According to this latter case the doctrine is intended to effectuate "the intention of law," by which is probably meant the intention of the parties to the deed. But, as we have said, there is nothing in the report of *Turpine* v. *Forreyner* to show on what grounds the court based its opinion, and we may observe that some stress was laid in the argument on the fact that in that case the *habendum* was to the grantee and his heirs, which, it was argued, would be inappropriate if the leasehold was intended to be conveyed. It is possible, however, that considerations of that kind may now need modification, when applied to conveyances made after July 1, 1886, to which R.S.O., c. 100, s. 4, which dispenses with words of limitation, applies; or to wills made after January 1, 1874, to which R.S.O., c. 109, s. 30, applies, which also dispenses with the necessity of words of limitation in wills made after that date. But, notwithstanding these statutes, when words of limitation are actually used in an instrument, it is possible they may still be regarded as affording some indication of its intention.

Among our modern instances of the application of the doctrine *Doe, Meyrick* v. *Meyrick*, 2 Cr. & J. 223, may be cited. In that case the estate of Cefn Coch consisted of a mansion house and

thirteen closes of land, and a grist mill and fulling mill. By a deed, reciting the grantor's intention to convey the property thereinafter particularly described, the owner of the estate of Cefn Coch conveyed the mansion house "known as Cefn Coch," and also those fields (enumerating specifically five only of the thirteen closes). The description was followed by general words, including all the hereditaments and appurtenances whatsoever to the said capital, messuage, etc., belonging or in anywise appertaining or therewith usually occupied or enjoyed or reported taken or known for a part or parcel or member thereof. It was claimed by the grantee that under these general words the eight closes omitted from the specific description passed, but the Court of Exchequer considered the case was governed by *North* v. *Ely*, *supra*, and held that they did not pass.

Doungsworth v. *Blair*, (1837) 1 Keen 795, affords a rather striking illustration of the application of the doctrine. The facts of that case were as follows: Francis Burman, by deed made in 1827, after reciting that he was entitled, among other things, to an undivided share of certain stables in Cleveland mews in the city of Westminster, and also to an undivided one-fifth of an unexpired term in a house in Lower Grosvenor Place, and that he proposed, in consideration of natural love and affection, to assign over all his interest in the aforesaid premises, *and in such other property situate in Great Britain and Ireland*, or any part thereof, whether real or personal, as he might at the time of the execution of the indenture be entitled to, for the benefit of his sisters, thereby conveyed to Robert Blair and his heirs the stables in Cleveland mews, which were freehold, and did also thereby convey to "Robert Blair, his executors, administrators, and assigns," the unexpired term of the house in Grosvenor Place, "*and all other the property in Great Britain and Ireland, or any part thereof, whether real or personal, which he might be entitled to at the time of the execution of the indenture.*" At the time of the execution of this deed, Francis Burman was also entitled as tenant in common in fee to a house in King street, Westminster. This house had in the year 1815, or about twelve years before the making of the deed in question, been sold by the other tenants in common, and it was said that Francis Burman had agreed to the sale, but he appears to have died without having completed the sale, or received any part of the purchase money. The suit was brought, on be-

half of his sisters, against his heir-at-law. It will be observed that while the conveyance of the freehold specifically mentioned was to Blair "and his heirs," the general words followed the conveyance of the leasehold, which was to Blair "and his executors and administrators," and it was conceded, therefore, that the legal estate in the King street house did not pass by the deed of 1827, for want of words of limitation; but it was claimed that the deed, nevertheless, amounted to a covenant to stand seized of that property by which the heir was bound. But Lord Langdale, M.R., held that the general words did not comprise freeholds, but only leaseholds, or other personal estate.

In a rather earlier case than the last, *Pope* v. *Whitcombe*, (1826) 3 Russ. 124, Lord Eldon applied the doctrine to the construction of a deed, where the grantor, having at the time of its execution an interest in the residuary estate of a testator contingent on surviving his brother, assigned for the benefit of her creditors all her furniture, plate, etc., "and all other the estate and effects whatsoever and wheresoever of or to which the grantor was then possessed of or entitled to." Lord Eldon, without giving any reasons, held that under the assignment the contingent interest did not pass, but the correctness of this decision seems to be somewhat doubtful, as we shall presently see. However, in 1852, *In re Wright*, 15 Beav. 367, *Pope* v. *Whitcombe* was followed by Sir John Romilly. In that case, one Turfitt Wright, by deed dated in 1828, after reciting that he had agreed to convey and assign "all his real and personal estate and effects" to trustees for the benefit of his creditors, "in manner thereinafter mentioned," did thereby convey to the trustees his real estate, and did thereby also assign to them "all his ready money, securities for money, and books of account, household goods, furniture, plate, linen, stock in trade, debts, and *all other personal estate and effects whatsoever* and wheresoever of or belonging or due or owing to him, the said Turfitt Wright," upon trusts for the benefit of his creditors. Under the will of a testator who died in 1820, Turfitt Wright was entitled to an interest in a sum of £1,000, contingent on his surviving the tenant for life, who died in 1849, when he became entitled in possession to one-fourth of the fund. The question was whether his interest in this fund passed under the general words of the deed of 1848. Following *Pope* v. *Whitcombe*, *supra*, Sir John Romilly, M.R., held that it did not. But

the authority of these two cases seems somewhat shaken by the case of *Ivison* v. *Gassiot*, (1853) 3 D.G.M. & G. 958, which went to the Court of Appeal(Knight-Bruce,and Turner,L.JJ.). In that case, under an assignment to trustees for creditors, by a debtor, of all his stock in trade, book and other debts, goods, securities, chattels, *and effects whatsoever, except the wearing apparel* of himself and family, it was held by the Court of Appeal, overruling Sir John Romilly, M.R., that a contingent interest in the residuary estate of a testator, to which the grantor was entitled in the event of his sister dying without a child, did pass to the assignee. Turner, L.J., lays stress on the exception of the wearing apparel, which he thought brought the case with the principle of *Hotham* v. *Sutton*, 15 Ves. 326, whereby he distinguished it from *Pope* v. *Whitcombe*, as to which the Court of Appeal significantly said they "gave no opinion." See also *Ringer* v. *Caine*, *infra*.

Rooke v *Kensington*, (1856) 2 K. & J. 753, is a case which shows very clearly that the object of the doctrine is to effectuate what is the presumable intention of the parties. In that case, the lord of the manor of Earl's Court in the parish of Kensington, being also entitled to certain other real estate in Kensington not parcel of the manor, mortgaged the last-mentioned estate, not including the manor, to A. Afterwards by a deed, reciting that he was entitled to the lands thereby intended to be conveyed, subject to a mortgage to A., he conveyed to B., by way of mortgage, all the property comprised in the mortgage to A., "*and all other the lands, tenements, and hereditaments, in the county of Middlesex, whereof or whereto the mortgagor is seized or entitled for any estate of inheritance.*" It was claimed by the mortgagee, B., that under the general words the manor of Earl's Court also passed, but Wood, V.C., decided that it did not. In the course of his judgment, he says: "I think the clear intent and purport there must be held to be simply to sweep in other property *ejusdem generis* with the property which had been so conveyed, if there should be any; certainly not to include a demesne property and manorial rights of property of a totally different character from anything attempted to be conveyed, or previously described in the deed."

Clifford v. *Arundell*, (1859) 27 Beav. 209, affords another illustration of the application of the doctrine. Trustees who had a power to sell, and mortgage, and manage, and receive the rents

of an estate were directed to pay a life annuity out of the rents, "*or any other moneys held by them, or him, upon trust of these presents.*" The question arose whether, under these general words, the trustees could pay the annuity out of the capital, and it was held by Sir John Romilly, M.R., that the general words must be construed *ejusdem generis* with the particular words preceding them, and that, therefore, the annuity could only be paid out of income.

(*To be continued.*)

CURRENT ENGLISH CASES.

PRACTICE—PARTIES—PLAINTIFFS HAVING SEPARATE RIGHTS OF ACTION, JOINDER OF—ORDS. XVI., R. 1; XVIII., RR. 1, 8—(ONT. RULES 300, 340, 346).

Smurthwaite v. *Hannay*, (1894) A.C. 494; 6 R. Nov. 1, known in the court below as *Hannay* v. *Smurthwaite*, was an appeal to the House of Lords on a question of practice. The plaintiffs were sixteen separate and distinct consignees of cotton shipped by the same ship. On the arrival of the cargo in port it was found that the number of bales fell short, and that the bales consigned to the different plaintiffs could not be identified owing to the marks having become obliterated. They all joined together in the action, claiming damages for non-delivery of the number of bales respectively consigned to them. The Court of Appeal considered that they could properly join in the same action, but the House of Lords (Lords Herschell, L.C., and Ashbourne and Russell) have reversed the decision, holding that each plaintiff had a separate and distinct cause of action in which the others had no interest, and that they could not, therefore, be joined in the same action. Their lordships also express the opinion that the plaintiffs became tenants of the unidentified bales in proportion to their respective interests, and the shipowner could only attribute such proportion in answer to any claim by them respectively for non-delivery. They were also agreed that the misjoinder of the plaintiffs was not a mere irregularity. The order of the Divisional Court of the Q.B.Division ordering the plaintiffs to elect which claim they would proceed with, and staying the action as to all other claims, was restored. This case was recently considered by Robertson, J., and distinguished from *Noyes* v. *Young*, 16 P.R. 254.

RESTRAINT OF TRADE—COVENANT IN RESTRAINT OF TRADE—PARTIAL RESTRAINT—PUBLIC POLICY.

In *Nordenfeldt* v. *Maxim, Nordenfeldt Gun Co.*, (1894) A.C. 535; 11 R. Jan. 1, the House of Lords (Lord Herschell, L.C., and Lords Watson, Ashbourne, Macnaghten, and Morris) have affirmed the judgment of the Court of Appeal, (1893) 1 Ch. 630 (noted *ante* vol. 29, p. 359). The patentee and manufacturer of guns and ammunition for the purposes of war covenanted with a company, to which his patents and business had been transferred, that he would not for twenty years engage, except on behalf of the company, in the manufacture of guns or ammunition. The action was brought for an injunction to restrain the violation of this covenant. The Court of Appeal held the plaintiffs entitled to succeed, and the House of Lords have affirmed the decision on the ground that the covenant, though unrestricted as to space, was not, having regard to the nature of the business and the limited number of customers, wider than was necessary for the protection of the company, nor injurious to the public interests. The judgments of their lordships contain an elaborate review of the cases on this branch of the law.

DEBTOR AND CREDITOR—PARTNERSHIP DEBT—RETIRING PARTNER—PRINCIPAL AND SURETY—GIVING TIME—RELEASE OF SURETY.

In *Rouse* v. *Bradford Banking Co.*, (1894) A.C. 586; 6 R. Nov. 51, the House of Lords (Lord Herschell, L.C., and Lords Watson, Ashbourne, Macnaghten, and Morris) have affirmed the decision of the Court of Appeal, (1894) 2 Ch. 32 (noted *ante* vol. 30, p. 586), but not precisely on the same ground. The question, it may be remembered, was whether a joint debtor who, by arrangement with the other joint debtors, had become a surety for the debt had been discharged by reason of time having been given to his co-debtors by the creditor, after notice of the arrangement between the joint debtors. The decision of the Court of Appeal was based on the fact that though time was given to the other debtors, yet by the terms of the arrangement it was provided that the co-debtors would indemnify the surety against the debt, and that so long as they kept him indemnified he should not be entitled to require them to pay the debt, and that, therefore, the giving of time to the principal debtors did not, under these circumstances, release the surety. The House of Lords,

on the other hand, came to the conclusion that on the evidence time had not, in fact, been given, nor any alteration made by the creditor in the rights of the parties. Their lordships, however, reaffirm the doctrine of *Oakley* v. *Pasheller*, 4 Cl. & F. 207, that where a principal debtor, by arrangement with his co-debtor, becomes a surety as between themselves, the creditor, after notice of the arrangement, is bound to respect it, and may, by afterwards giving time to the principal, release the surety, notwithstanding he was originally also a principal. See the decision of the Supreme Court in *Allison* v. *McDonald*, noted *ante* vol. 30, p. 726.

INFANT PARTNER—JUDGMENT AGAINST FIRM WHERE ONE PARTNER AN INFANT.

Lovell v. *Beauchamp*, (1894) A.C. 607; 11 R. Jan. 60, must be briefly noticed for the fact that the House of Lords have laid it down that where an action is brought against a firm of which an infant is a partner judgment cannot be recovered against the firm simply, but that it may be recovered against "the defendants other than" the infant partner. But how this can be made to square with the rule laid down in other cases, that where a firm is sued in the firm name the judgment must follow the writ and be against the firm, may be a little difficult to solve.

DEED—CONSTRUCTION—GRANT OF EXCLUSIVE RIGHT OF PORTIONS OF STREETS FOR RAILWAY.

Winnipeg Street Ry. v. *Winnipeg Electric Ry.*, (1894) A.C. 615; 6 R. Dec. 21, was an appeal from Manitoba, in which the construction of a deed of grant by the city of Winnipeg to a street railway company came in question. By the deed in question the city granted to the company authority to construct, maintain, and operate railways in any streets authorized by the council, and such railway was thereby given "the exclusive right of such portion of any street or streets as shall be occupied by the said railway," and by a subsequent clause the deed gave the company a refusal of other streets in the city for railway purposes. The company contended that this gave them the exclusive right to run a railway on any street occupied by them, so that no other railway could lay down a track on the same street, but the Judicial Committee of the Privy Council (the Lord Chancellor, and Lords Watson, Macnaghten, and Sir R. Crouch) agreed

with the Manitoba courts that no monopoly over the whole street had been granted to the company, but only that portion of it occupied by their rails: and the clause giving the company the refusal of other streets was held to be insufficient to constitute, contrary to the plain meaning of the previous stipulations, a right of monopoly in any of the streets of the city.

PRACTICE—CRIMINAL APPEAL—MISDIRECTION—COMMENT OF JUDGE ON PRISONER NOT OFFERING HIMSELF AS A WITNESS—(56 Vict., c 31 (D.), s. 4, s-s. 2).

Kops v. *The Queen*, (1894) A.C. 650; 6 R. Dec. 18, was an application by a prisoner for special leave to appeal in a criminal case from the Supreme Court of New South Wales on the ground that the judge misdirected the jury in commenting on the prisoner having refrained from giving evidence. The Judicial Committee of the Privy Council (the Lord Chancellor, and Lords Hobhouse, Macnaghten and Morris, and Sir R. Crouch) held that such comment was according to law, and leave to appeal was refused. But by 56 Vict., c. 31 (D.), s. 4, s-s. 2, the failure of the person charged to testify is not to be made the subject of comment by the judge or counsel; and, therefore, in Canada such comments by a judge would probably be held to be misdirection.

COMPANY—DIRECTORS, LIABILITY OF, FOR ISSUING SHARES AT A DISCOUNT.

Hirsche v. *Sims*, (1894) A.C. 654; 11 R. Jan. 441, was an appeal from the Cape of Good Hope. Directors of a company had, without authority, issued paid-up shares at a discount, and the question was to what extent they were answerable to the company for so doing; and the Judicial Committee of the Privy Council (Lords Selborne, Watson, Macnaghten, Morris, and Shand, and Sir R. Crouch) held that they were liable for the amount of the discount allowed; but there being no proof of fraud, or of further resulting damages to the company, they were not liable for any further damages.

JURISDICTION OF COURT OVER ABSENT FOREIGNERS—DECREES AGAINST ABSENT DEFENDANTS, HOW FAR BINDING.

Sirdar Gurdyal Singh v. *Faridkote*, (1894) A.C. 670, 11 R. Feb. 98, although an Indian appeal, is deserving of notice for the principles which the Judicial Committee of the Privy Council lay down in regard to the powers of local legislatures to confer jurisdiction on courts under their control over absent foreigners. These are

(1) that no territorial legislature can give jurisdiction which any foreign courts ought to recognize against absent foreigners who owe no allegiance or obedience to the power which legislates; and (2) "that in all personal actions the courts of the country in which the defendant resides, not the courts of the country where the action arose, ought to be resorted to."

The Law Reports for January comprise (1895) 1 Q.B., pp. 1-169; (1895) P., pp. 1-7; and (1895) 1 Ch., pp. 1-116.

HUSBAND AND WIFE—SEPARATION DEED—COVENANT TO PAY ANNUITY—ADULTERY OF WIFE—COVENANT BY WIFE NOT TO ANNOY OR MOLEST—MARRIED WOMAN'S PROPERTY ACT, 1882 (45 & 46 VICT., C. 75), S. 1, S-S. 2—(R.S.O., C. 132, S. 3, S-S. 2).

In *Sweet* v. *Sweet*, (1895) 1 Q.B. 12; 15. R. Feb. 398, the plaintiff was a married woman, and sued the defendant, her husband, for the payment of the arrears of an annuity due under a covenant contained in a separation deed made between the plaintiff and defendant without the intervention of a trustee. The deed contained no *dum casta* clause. The husband set up, in bar of the action, that the plaintiff had committed adultery, which had resulted in the birth of a child. The deed contained a covenant by the plaintiff not to molest, annoy, or interfere with the defendant, and he claimed that the adultery of the plaintiff was a breach of this covenant. The Divisional Court (Mathew and Charles, JJ.), however, was unanimous that, in the absence of any *dum casta* clause in the deed, the adultery of the wife was no bar to the action, neither was it a breach of the covenant.

PRACTICE—IRREGULARITY—WAIVER.

Rendell v. *Grundy*, (1895) 1 Q.B. 16; 14 R. Jan. 335, was a motion to commit a judgment debtor for not attending to be examined. According to the English Rules, on a motion to commit it is necessary to serve, with the notice of the motion, copies of the affidavits intended to be used in support of the motion. This was not done, and the solicitor of the judgment debtor took the objection on the return of the motion. The judge thereupon offered to adjourn the further hearing of the motion until the following day, that the defendant might have an opportunity of answering the affidavits, and it was adjourned accordingly, and the affidavits were shown to the defendant's solicitor, who, on the

adjourned hearing, attended and informed the judge that the defendant could not answer the affidavits. The attachment was then granted, and the defendant appealed, and again urged the irregularity of the non-service of the affidavits. The Court of Appeal (Lord Esher, M.R., and Rigby, L.J.) held that the defendant, having accepted the adjournment, and the affidavits having been shown to his solicitor, every purpose of the Rule had been answered, and the objection was no longer open to him.

CRIMINAL LAW—PRACTICE—INDICTMENT FOR RECEIVING GOODS OBTAINED BY FALSE PRETENCES—LARCENY ACT, 1861 (24 & 25 VICT., C. 96), S. 95—(CR. CODE, S. 314).

In *Taylor* v. *The Queen*, (1895) 1 Q.B. 25; 15 R. June 446, the sufficiency of an indictment for receiving goods obtained by false pretences was in question. The indictment contained no statement of the alleged false pretences, and it was held by Mathew and Charles, JJ., that it was necessary that it should do so. (See Crim. Code, s. 314.)

JOINT CONTRACTOR—JOINT GUARANTEE BY TWO—CHEQUE GIVEN BY ONE OF TWO GUARANTORS—UNSATISFIED JUDGMENT ON CHEQUE NO BAR TO ACTION ON GUARANTEE AGAINST CO-GUARANTOR.

In *Wegg Prosser* v. *Evans*, (1895) 1 Q.B. 108; 9 R. Dec. 345, the Court of Appeal (Lord Esher, M.R., and Lopes and Rigby, L.JJ.) have affirmed the judgment of Wills, J., (1894) 2 Q.B. 101 (noted vol. 30, p. 561). In may be remembered that in this case the defendant was one of two joint guarantors. The other guarantor had given a cheque for the amonnt due on the guaranty on which judgment had been recovered, which was unsatisfied; the present action was brought on the guaranty, and the defendant contended that the judgment recovered against his co-guarantor on the cheque had the effect of releasing him (the defendant) from liability, notwithstanding that the judgment was unsatisfied. *Kendall* v. *Hamilton*, 4 App. Cas. 504, was relied on. The Court of Appeal, however, agreed with Wills, J., that that case did not apply, and following *Drake* v. *Mitchell*, 3 East. 251, they held that the judgment on the cheque afforded no defence, and in doing so the court overruled *Cambefort* v. *Chapman*, 19 Q.B.D. 229 (noted *ante* vol. 23, p. 304). Rigby, L.J., in dealing with the argument that the claim on the guaranty was extinguished as against the guarantor who had given the cheque by the judgment obtained

against him on the cheque (which was adopted by Manisty, J., in his judgment in *Cambefort* v. *Chapman*, and which also is laid down as law in "Byles on Bills," 15th ed., p. 311), was of opinion that the authorities cited for that proposition do not support it. Although, therefore, a judgment against the co-guarantor on the guaranty itself would have discharged the defendant, yet a judgment on a collateral contract such as the cheque, though given for the same liability, does not have that effect.

GAMING—BETTING HOUSE—BETS MADE BY LETTER OR TELEGRAM—"RESORTING," MEANING OF—EVIDENCE—ADDING COUNT, AFTER ELECTION TO BE TRIED BY JURY.

The Queen v. *Brown*, (1895) 1 Q.B. 119; 15 R. Jan. 415, was a case stated by a recorder. The defendant was indicted for keeping a betting house. The first count charged him, as the occupier of a certain house and rooms therein, with having, on the 17th and 18th April, 1894, opened, kept, and used the said rooms in the said house for the purpose of betting with persons resorting thereto. On this count the recorder charged the jury that it was not necessary for a conviction that the defendant's house should have been used for the purpose of betting with persons who physically came to the house; but that if the house were used by the defendant as an office to which persons who wished to bet with him were to send their communications, and if persons were in the habit of sending letters and telegrams to him there, directing him to make bets with him, such persons resorted to the house within the meaning of the Act, and the jury might find the defendant guilty. This was held by the Court for Crown Cases Reserved (Lord Russell, C.J., and Hawkins, Charles, Wright, and Collins, JJ.) to be misdirection, and the conviction on this count was quashed. By the second count he was charged, as such occupier, with having, on the same days, opened, kept, and used the rooms in the house for the purpose of money being received by and on behalf of him as a consideration for an undertaking, promise, and agreement to pay thereafter money on the contingency of and relating to horse races. The defendant objected to this count, on the ground that he was summoned before a magistrate on the charge contained in the first count only, that he then elected to be tried by a jury, and that there was no power to add the second count when the case

came for trial before a jury; but the objection was overruled, the court holding that where an accused person elects before a magistrate to be tried by a jury the accused may be committed to take his trial in respect of any indictable offence disclosed by the depositions, except in cases falling within the provisions of the Vexatious Indictments Act.

RAILWAY COMPANY, ACTION AGAINST, BY PASSENGER, FOR NEGLIGENCE OF SERVANT —TORT—CONTRACT.

In *Taylor* v. *Manchester, Sheffield & L. Ry. Co.*, (1895) 1 Q.B. 134; 14 R. Jan. 350, it became necessary, for the purpose of determining the proper scale of costs applicable, to consider whether the action, which was one brought by a passenger by defendants' railway for an injury caused by the defendants' servant negligently slamming the door of a passenger carriage, into which the plaintiff was getting, and thereby crushing his thumb. The Court of Appeal (Lindley and Smith, L.JJ.) held that, even though the plaintiff had purchased a ticket, the action was founded on tort and not on contract, and the reason given is that the act complained of was not mere non-feasance, but was an act of misfeasance—of positive negligence, for which, quite apart from any contract, an action would lie against the defendants; and though a plaintiff in an action of this kind might declare either in contract or tort, yet that is not the governing consideration, for, whatever its form, the real gist of the action is misfeasance, without proof of which he could not succeed. The fact that the plaintiff has a contract is useful as showing his right to be where he was when injured, but that is not of the essence of the action, because that fact might be shown in some other way, and proof of a contract is not essential to success.

HUSBAND AND WIFE—GIFT OF JEWELS BY HUSBAND TO WIFE—"PARAPHERNALIA" —MARRIED WOMAN'S PROPERTY ACT, 1882 (45 & 46 VICT., C. 75), SS. 1, 2—(R.S.O., C 132, S. 3).

Tasker v. *Tasker*, (1895) P. 1; 11 R. Feb. 137, was a dispute between husband and wife as to the ownership of certain jewels which had been given by the husband to the wife during coverture on various occasions as presents. They were of considerable value, and the husband claimed that they were gifts as paraphernalia, and that they still remained his property. Jeune, P.P.D., though of opinion that the Married Woman's Property

Act, 1882 (45 & 46 Vict., c. 75) (R.S.O., c. 132), had not, as some text-writers had assumed, done away with paraphernalia, yet was of the opinion that to constitute a gift of paraphernalia it must clearly appear at the time of the gift that the husband's intention was that the wife was merely to have the use of the articles for her personal adornment, and that he was still to continue to be the owner of them. In the present case he considered the evidence established that the husband had made an absolute gift of the jewels to his wife, and that under the Married Woman's Property Act, 1882, they had become her separate property.

AGREEMENT THAT THIRD PERSON SHALL CONDUCT DEFENCE—RETAINER—WITHDRAWAL OF RETAINER—INJUNCTION—APPEAL.

The case of *Montforts* v. *Marsden*, (1895) 1 Ch. 11, was an action brought to restrain the defendant from withdrawing a retainer he had given to a solicitor to defend an action under the following circumstances: Montforts was the patentee of certain weaving machines, one of which he sold to the defendant Marsden. Marsden was sued, as the user of this machine, for an alleged infringement of patent by one Moser. Montforts endeavoured to get himself made a defendant to that action, but failed, and it was then agreed that he would defend the action on Marsden's behalf, agreeing to indemnify Marsden against all costs and damages in that action. In pursuance of this agreement, Marsden retained Montforts' solicitor "in the defence of this action and any appeals therefrom." The action was tried and dismissed by the judge of first instance, but, on appeal, the judgment was reversed, and the defendant Marsden ordered to pay costs. A petition of appeal to the House of Lords was then presented, but Marsden insisted on Montforts giving him further indemnity, and, on his refusal to do so, withdrew his retainer of Montforts' solicitor, and, acting through other solicitors, took steps to withdraw the appeal. The plaintiff sought to restrain him from interfering in any way with the prosecution of the appeal. The Court of Appeal (Lord Herschell, L.C., and Lindley and Smith, L.JJ.) were of opinion that the plaintiff was entitled to the relief claimed, but they required the plaintiff to undertake that his indemnity already given should apply to the costs of the appeal to the House of Lords, and on that undertaking the injunction was granted, but without costs.

WILL—LEGACY—CHARITY—FAILURE OF PARTICULAR OBJECT IN TESTATOR'S LIFETIME—LAPSE—CY-PRÈS.

In re Rymer; Rymer v. *Stanfield*, (1895) 1 Ch. 19; 12 R. Jan. 112, was an application by executors for the opinion of the court whether a certain legacy had lapsed. The legacy in question was of £5,000, and was bequeathed to "the rector for the time being of St. Thomas' Seminary for the education of priests, in the diocese of Westminster, for the purposes of such seminary." At the date of the will, St. Thomas' Seminary was carried on at Hammersmith, but shortly before the testator's death it ceased to exist, and the students who were being educated there were removed to another seminary at Birmingham. The question was whether, under the circumstances, the legacy lapsed, or whether it could be applied *cy-près*. Chitty, J., determined that it was a gift to a particular institution, and that, under *Fisk* v. *Attorney-General*, L.R. 4 Eq. 521, that institution having ceased to exist during the testator's lifetime, the legacy lapsed and fell into the residue, and the doctrine of *cy-près*, therefore, did not apply; and this decision was affirmed by the Court of Appeal (Lord Herschell, L.C., and Lindley and Smith, L.JJ.).

ESTOPPEL—JUDGMENT BY CONSENT—COMPANY—WINDING UP—PROOF OF DEBT.

In re South American Co., (1895) 1 Ch. 37, was a winding-up proceeding, in which a creditor sought to prove a debt due to him by the company under an agreement. Before the winding up, the creditor had recovered a judgment against the company by consent for an instalment due under the same agreement, and he contended that the company were estopped by this judgment from disputing the agreement, and that the liquidator was in no better position than the company. It appeared that, prior to the consent to judgment, the company had put in a defence to the action, whereby they denied the existence of the agreement, and the liquidator contended that, notwithstanding the judgment for the instalment, he was now entitled to contest the alleged agreement as to the residue of the claim thereunder. But the Court of Appeal (Lord Herschell, L.C., and Lindley and Smith, L.JJ.) affirmed the judgment of Williams, J., holding that the judgment by consent affirmed the existence of the agreement, and estopped the liquidator from now disputing its existence.

MORTGAGE—CONSOLIDATION OF MORTGAGES.

In *Pledge* v. *Carr*, (1894) 1 Ch. 51, the Court of Appeal (Lord Herschell, L.C., and Lindley and Smith, L.JJ.) have affirmed the decision of Romer, J., (1894) 2 Ch. 328 (noted *ante* vol. 30, p. 637). In this case, in the years 1863-1868, a mortgagor made several mortgages of different properties to distinct mortgagees. In 1868 he made a second mortgage, covering all of the properties to the plaintiff's predecessor in title. During the years 1871-1890 the first mortgages were assigned to the defendant, and it was held that the defendant was entitled to consolidate all of the first mortgages. Notwithstanding the adverse comments of the Court of Appeal in *Minter* v. *Carr* (see *ante* p. 119) on the case of *Vint* v. *Padget*, 2 D.G. & J. 611, the Court of Appeal held that they could not overrule it, because it was a decision of a court "co-ordinate in jurisdiction with ourselves," a self-denying rule of action, we may remark, which might be followed with advantage by our own Divisional Courts. The Court of Appeal not only refrained from overruling *Vint* v. *Padget*, but even abstained from giving a decision adverse to it.

CONTRACT—ALTERNATIVE STIPULATIONS—BREACH OF ONE ALTERNATIVE RIGHT OF COVENANTEE TO ENFORCE THE OTHER.

McIlquham v. *Taylor*, (1895), 1 Ch. 53; 8 R. 218, was an action on a covenant whereby the defendant had agreed within twelve months either to pay the plaintiff £1,000, or transfer to him £1,000 worth of fully paid up shares in a company to be formed by the defendant. The defendant, within the time, formed the company with preference and ordinary shares, and transferred to the plaintiff shares of the latter class to the nominal value of £1,000, purporting to be fully paid up; but they were not, in fact, fully paid up. The plaintiff refused to accept them. The shares were not and never had been of any marketable value, and he now claimed to recover the £1,000. Stirling, J., gave judgment in his favour on the ground that the plaintiff was not bound by the agreement to accept shares in a company in which all the shareholders were not on an equal footing, and that as the defendant, by forming the company with preference and ordinary shares, had put it out of his power to comply with that alternative, he must perform the other and pay the £1,000. This judgment was affirmed by the Court of Appeal (Lord Halsbury, and Lindley and Rigby, L.JJ.), but not on the same ground. The Court

of Appeal proceeded on the ground that £1,000 worth of shares meant shares not of the nominal but actual value of that sum, and that as the shares in question were and always had been worthless the plaintiff was entitled to recover the £1,000. The judgment of the Court of Appeal, in fact, turned on the word "worth."

RECEIVER—SURETIES OF RECEIVER—LIABILITY OF.

In re Graham, Graham v. *Noakes*, (1895) 1 Ch. 66; 13 R. Jan. 233, Chitty, J., had to consider the extent to which the sureties of a defaulting receiver were liable under the recognizance entered into by them. The receiver in question had been appointed to receive the rents and profits of real estate. In the course of his receivership he had insured some of the buildings on the property in his own name, and received and misapplied the insurance money. He had also received and misapplied dividends on consols in court representing proceeds of real estate. Also, under an order of the court, he had received moneys to be spent in repairs, which he had misappropriated. For all these sums so misapplied Chitty, J., held the sureties were liable to the extent of the amount of the penalty named in the recognizance. In his opinion, by breach of the condition, the recognizance is forfeited and the whole penalty becomes a legal debt, but the court does not necessarily exact the full amount of the penalty, but applies a principle of equity to the account and relieves the sureties against demands which it thinks the sureties ought to have allowed in their favour, and charges them only with those sums which it finds the receiver himself was liable for.

LEX LOCI REI SITÆ—ENGLISH WILL OF LANDS IN FOREIGN COUNTRY.

In re Piercy, Whitwham v. *Piercy*, (1895) 1 Ch. 83; 13 R. Jan. 258, is an illustration of the rule of law that testamentary dispositions of land are governed by the law of the country in which the lands are situate. To those who are curious on this question this case will prove of interest, but we do not think it necessary further to notice it here.

VOLUNTARY SETTLEMENT—TRUST FOR A CLASS—PERIOD OF ASCERTAINING CLASS.

In re Knapp, Knapp v. *Vassall*, (1895) 1 Ch. 91; 13 R. Jan. 299, North, J., holds that the rule laid down in *Andrews* v.

Partington, 3 Br. C.C. 401, is not confined to wills, but is applicable to voluntary settlements, and, it would seem, to settlements for value also. That rule is that where a gift is made to a class payable on attaining twenty-one, when the eldest of the class attains twenty-one, the class is closed and cannot thereafter be increased. This is a rule of law which overrides even the contrary intention of the settlor.

INFANT—LEGACY TO INFANT BY PARENT—INTEREST ON LEGACY BY WAY OF MAINTENANCE.

In re Moody, *Woodroffe* v. *Moody*, (1895) 1 Ch. 101; 13 R. Jan. 153, the question was raised whether an infant to whom his father had bequeathed a legacy payable at twenty-one was entitled to interest thereon in the meantime by way of maintenance. The will contained also a gift of residue to the infant, followed by a power to the trustees to raise a sum not exceeding one-half of the expectant share of any child, and apply the same "for his or her advancement, preferment, or benefit," as the trustees should think fit. It was contended that this was, in effect, an express provision by the testator for maintenance, and that this provision, and also the power contained in s. 43 of the Conveyancing Act, 1881, enabling trustees to apply the corpus of the legacy bequeathed to an infant towards maintenance, prevented the operation of the ordinary rule that such legacies bear interest; but Kekewich, J., refused to accede to the argument, and held that the clause enabling the trustees to apply part of the share for the "advancement, preferment, or benefit" of the legatee was not an express provision for maintenance so as to exclude the rule, and that the statute did not have that effect either even though read, as he thought it ought to be, as incorporated in the will.

MARRIAGE SETTLEMENT—COVENANT TO SETTLE WIFE'S AFTER-ACQUIRED PROPERTY—INCOME CAPITALIZED.

In re Bendy, *Wallis* v. *Bendy*, (1895) 1 Ch. 109; 13 R. June 247, what Kekewich, J., calls a strange point, was raised. The question was whether certain property of a deceased lady was subject to a covenant contained in her marriage settlement to settle after-acquired property. The covenant expressly excepted from its operation other property owned by the wife at the time of the settlement and not included therein. Part of this prop-

erty thus excepted consisted of (*a*) shares in a joint stock company, and (*b*) of an undivided moiety in a leasehold. The leasehold was sold and realized £425. Subsequently she purchased £400 of debentures, paying for them out of the balance of £790 standing to her credit, and made up partly of the proceeds of the leasehold and partly of accumulations of income paid to her under the trusts of the settlement. Subsequently she sold the shares also for £362, and shortly afterwards purchased another leasehold for £900, of which the greater part was paid for out of the proceeds of the shares and accumulations of income paid to her under the trusts of the settlement and the balance of £350 by means of a loan from her bankers, which was repaid partly by her and partly by her husband. Both the debentures and the last-mentioned leasehold were claimed to be after-acquired property within the terms of the settlement. Kekewich, J., held that although property in the nature of income would ordinarily be included, from the covenant, yet, if accumulations of income were invested so as to indicate a permanent intention on the part of the wife to convert it into capital, it would become "after-acquired property" within the covenant: and he also held that both the debentures and the leasehold, though purchased in part with the proceeds of property not subject to the covenant, were bound by the covenant to the extent of the purchase money actually paid therefor by the wife.

Reviews and Notices of Books.

The Principles of Equity. Intended for the use of students and the profession. By Edmund H. A. Snell, of the Middle Temple, Barrister-at-Law. Eleventh edition, by Archibald Brown, M.A. Edin. and Oxon., and B.C.L. Oxon., of the Middle Temple, Barrister-at-Law. London: Stevens & Haynes, Law Publishers, Bell Yard, Temple Bar. 1894.

It is not necessary to speak at any length of a work like this. It is too well known for criticism. Suffice it to say that it has increased in favour from time to time, and has now reached an eleventh edition.

The present volume has been in some respects simplified as a student's book, whilst nothing of value has been omitted. The index has been enlarged, consisting now of nearly 150 pages,

thereby giving much additional value to the work, both to practitioner and student. It is veritably a *multum in parvo*.

A Practical Guide to Police Magistrates and Justices of the Peace. With an Alphabetical Synopsis of the Criminal Law and an Analytical Index. By James Crankshaw, B.C.L., Montreal, Advocate and Revising Barrister; author of "An Annotated Edition of the Criminal Code of Canada, 1892." Montreal: Whitefo.d & Theoret, Law Publishers, 23 and 25 St. James Street. 1895.

Mr. Crankshaw, whose work on the criminal law was received with much favour, has now given to police magistrates and justices of the peace valuable assistance in the discharge of their duties in the book before us.

As he states in his preface, it is based mainly, though not solely, upon the Criminal Code; and, with the view of bringing the work up to date, the latest statutory changes and amendments, including those made by the Dominion Parliament in 1894, as well as the most recent judicial decisions of importance, have been incorporated and carefully noted in their proper places.

After a short introduction on the origin of the office of a justice of the peace, and the growth of the institution to its present state of importance, the work is divided into four divisions. Part I., as to the modes of and the formalities attending the appointment of justices of the peace and police magistrates, and of their respective powers, duties, and responsibilities; Part II., as to the parties to the commission of crimes, and of the extent of the criminal law as to time, persons, and place; Part III., the prosecution of criminal offenders, the jurisdiction of the criminal courts and of magistrates and justices of the peace, the general powers of summary arrest of criminal offenders and procedure generally; Part IV., consists of an alphabetical synopsis of the criminal law.

We have no doubt this compilation will be found of great help to those for whom it is especially intended. The price, however, strikes one as being rather high ($5.50 to $6.00, according to binding) to command a ready sale amongst the class for whom it is intended. The index might, with advantage, have been made more complete. This is a matter of great importance, and is a weak spot in many books.

Notes and Selections.

NEWSPAPERS AND THE LAW OF LIBEL.—Mr. Irving Brown, in his interesting American letter to the English *Law Journal*, has the following: "I was also interested in reading another recent paragraph in your journal, in which it was said that 'the representatives of the press ought no longer to be permitted to be present at executions.' That has been tried in the State of New York. When death by electricity was substituted for hanging, a few years ago, the law even provided that no newspaper should publish any account of the execution beyond the mere announcement of the fact. Such a cry as the newspapers set up! No newspaper paid any attention to the prohibition, but they all kept on publishing their sensational, disgusting, and demoralizing details, columns long. Nobody dared bring them to account, and very shortly the provision was repealed; and now the newspapers all over the country are trying to get relief from the ordinary law of libel, in order that they may publish scandal and falsehood unrestrained. Two or three States have relaxed the law in their favour. But why should newspapers have any special privilege of libel?" Why, indeed? But they have—at least, it is true in practice, if not in theory. In some of the evening papers, which have been not inaptly described as "literary gadflies," there are too often to be noticed insinuations, innuendoes, misrepresentations, and omissions, with a *suggestio falsi* here and *suppressio veri* there, which often cause grievous misunderstandings, and sometimes do irreparable mischief. Just enough pepper and salt are put in to make a spicy morsel for the vitiated taste of those who are being led on by the literary food they are provided with to crave for something ever more and more sensational, prying into the private affairs of private citizens, and cruelly holding up to public gaze the sorrow or shame over which charity would seek to throw its mantle of oblivion.

DIARY FOR MARCH.

1. Friday.....St. David.
3. Sunday.....*1st Sunday in Lent.*
5. Tuesday.....Court of Appeal sits. County Court Jury and Non-Jury Sittings in York. York changed to Toronto, 1834.
10. Sunday.....*2nd Sunday in Lent.* Prince of Wales married, 1863.
13. Wednesday....Lord Mansfield born, 1704.
16. Saturday.....Queen Victoria made Empress of India, 1876.
17. Sunday.....*3rd Sunday in Lent.* St. Patrick.
18. Monday .....Arch. McLean, 8th C.J. of Q.B. Sir John B. Robinson, C.J. Court of Appeal, 1862.
19. Tuesday.....P. M. S. Vankoughnet, 2nd Chancellor U. C., 1862.
23. Saturday.....Sir George Arthur, Lieut.-Gov. of U. C., 1838.
24. Sunday.....*4th Sunday in Lent.*
25. Monday.....Annunciation.
26. Tuesday .....Bank of England incorporated, 1649.
28. Thursday.....Canada ceded to France, 1632.
30. Saturday.....B.N.A. Act assented to, 1867. Lord Metcalf, Gov.-Gen., 1843
31. Sunday.....*5th Sunday in Lent.* Slave trade abolished by Great Britain, 1807.

Reports.

ONTARIO.

COUNTY COURT OF LEEDS AND GRENVILLE.

LEVIS *v.* GARSON, PURSER, ET AL.

New trial—Improper conduct of juryman—Viewing premises—Waiver of objection.

Held, that the impropriety of a juryman inspecting the premises under litigation by himself, during the trial, apart from the rest of the jury, and unknown to the parties or their counsel, cannot be urged if the party seeking to take advantage of it was aware of the circumstance during the trial, and took no exception until after the verdict against him.

[BROCKVILLE, Jan. 14.—MCDONALD, Co. J.

Action to recover damages for injury caused to plaintiff's house by improper blasting in the excavation of a sewer drainage. Tried before a jury at the last December sittings.

Application for a new trial based on the following circumstances:

On the morning of the second day of the trial, before opening of the court one of the jury examined the house in question without the knowledge of the parties to the suit, or their counsel or solicitors, and had a conversation with one Miller, on the premises, who had been or was in the employ of the defendants. At the opening of the court this juryman took his place on the jury. Being seen there by Miller, the latter informed one of the defendants that the juryman had been at the plaintiff's house in the morning viewing the premises. During recess, on the second day, the jury, by agreement of the counsel, visited the house and viewed it. Verdict for plaintiff, with damages assessed at $200.

The defendant who had been informed of the juryman's visit to the premises in the morning told his co-defendant of the fact, but the matter was not mentioned to the counsel or solicitor for the defendants, or the plaintiff, and it did not become known until some days after the trial, when the defendant told his solicitor about it as a reason why a new trial should be applied for.

E. J. Reynolds, for the defendants, now moved for a new trial, and to set aside findings and verdict, alleging as the ground improper conduct of the juryman in viewing the premises by himself during the progress of the trial, citing *Regina* v. *Petrie*, 20 O.R. 317; *Widder* v. *Buffalo & Lake Huron R.W. Co.*, 24 U.C.R. 520; *Tiffany* v. *McVee*, 24 O.R. 551.

Hutcheson, for the plaintiff: The defendants cannot succeed, as they held back the information given to them, running their chance of a favourable verdict; and they cannot now avail themselves of the alleged impropriety. If the conduct of this juryman was improper, he had a so much fuller view subsequently with the other jurymen that any wrong impression must have been removed. The question of convenience and expense of another trial, etc., should be considered: *Widder* v. *Buffalo & Lake Huron R.W. Co.*, *ante*, and *Campbell* v. *Jackson*, 29 C.L.J. 69.

McDONALD, Co.J.: The facts set forth in the cases of *Widder* v. *Buffalo & Lake Huron R.W. Co.* and *Tiffany* v. *McVee* are different from those in this case, but on one point they are on all-fours with it, viz., that the parties claiming to have been injured, with full knowledge of the facts, took their chance of succeeding, and allowed the case to go to the jury. Having been unsuccessful, they cannot now be permitted to urge the objection. If it be said that, not being professional men, they were not aware of the probable effects of the juryman's action, the answer may properly be made that they were sufficiently aware of it to go to their solicitor after the trial and inform him of it as a ground upon which the verdict could be attacked. The plaintiff's motion is denied with costs; and the verdict, judgment, and subsequent proceedings must stand.

Notes of Canadian Cases.

SUPREME COURT OF JUDICATURE FOR ONTARIO.

COURT OF APPEAL.

From Co. Ct. York.] [March 5.

DUTHIE *v.* ESSERY.

Bills of exchange and promissory notes—Endorsement by stranger—53 Vict., c. 33, ss. 56 and 88 (D.).

Where promissory notes payable to named payees were endorsed by the defendant before delivery to them, he was held liable to them in an action on the notes.

Judgment of the County Court of York reversed.

Shilton for the appellant.

Keith for the respondent.

From Co. Ct. York.] [March 5.

CONFEDERATION LIFE ASSOCIATION *v.* CITY OF TORONTO.

Assessment and taxes—Life insurance company—Reserve fund—Interest—Income.

Interest earned on the statutory reserve fund of a life insurance company is part of its assessable income.

The decision of the judge of a County Court on a question of assessment is final, when he is dealing with property that is assessable at all.

Judgment of FERGUSON, J., 24 O.R. 643, affirmed.

S. H. Blake, Q.C., and *A. J. Russell-Snow* for the appellants.

Fullerton, Q.C., and *T. Caswell* for the respondents.

From Co. Ct. Leeds and Grenville.] [March 5.

HUNT, *qui tam v.* SHAVER.

Police magistrate—Justice of the peace—Return of convictions—Penalty—R.S.O., c. 76, ss. 1 and 3—R.S.O., c. 77, s. 6.

A police magistrate, acting *ex officio* as justice of the peace, is not subject to the provisions of section 1 of R.S.O., c. 76, and need not make a return as therein required to the clerk of the peace.

Section 6 of R.S.O., c. 77, exempts him from this duty, whether he is acting as police magistrate, or, *ex officio*, as justice of the peace.

Judgment of the County Court of Leeds and Grenville affirmed.

Moss, Q.C., for the appellant.

Delamere, Q.C., for the respondent.

From Chy. Div.] [March 5.

HOOFSTETTER *v.* ROOKER.

Mortgage—Charge—Executory agreement—Registry Act—Witness—R.S.O., c. 114, ss. 44 and 45.

A letter in the following form: "I agree to charge the east half of lot number nineteen . . . with the payment of the two mortgages . . . amounting to $750.00 . . . and I agree, on demand, to execute proper mortgages of said land to carry out this agreement, or to pay off the said mortgages," operates as a present charge upon the lands described, and may be registered against them. It is not a mere executory agreement.

An affidavit of execution for the purpose of registration may be made by a person who writes his name, not as witness, but as the person to whom such a letter is addressed, and, in fact, witnesses the signature.

Judgment of the Chancery Division reversed.

Langton, Q.C., for the appellant.

Cassels, Q.C., for the respondent.

From Q.B. Div.] [March 5.

FOWELL *v.* CHOWN.

Patent of invention—Combination—Novelty.

This was an appeal by the plaintiff from the judgment of the Queen's Bench Division, reported 25 O.R. 71, and was argued before HAGARTY, C.J.O., BURTON, OSLER, and MACLENNAN, J.J.A., on the 29th and 30th of November, and 3rd of December, 1894.

Moss, Q.C., *Cassels*, Q.C., and *E. Guss Porter*, for the appellant.

Osler, Q.C., and *Clute*, Q.C., for the respondent.

The appeal was dismissed with costs, the court holding that the article in question was a mere combination of old elements. No opinion was expressed as to the other points dealt with in the judgment below.

From BOYD, C.] [March 5.

MOORHOUSE *v.* HEWISH.

Sale of land—Description—"More or less"—Specific performance.

Where a city building lot was described in an agreement for sale as having a depth of "130 feet, more or less," and had, in fact, a depth of 117 feet, with a lane in rear 12 feet wide, specific performance at the suit of the vendor was refused.

Judgment of BOYD, C., affirmed.

A. Cassels for the appellant.

J. Douglas for the respondent.

From ROSE, J.] [March 5.

MERRITT *v.* CITY OF TORONTO.

Municipal corporations—Auctioneer—License.

Before the amending Act of 1894, 57 Vict., c. 50, s. 8 (O.), a municipal corporation could not, on the ground of the applicant's bad character, refuse to issue an auctioneer's license.

Judgment of ROSE, J., 25 O.R. 257, affirmed.

Fullerton, Q.C., for the appellants.

E. E. A. DuVernet and *J. E. Jones* for the respondent.

HIGH COURT OF JUSTICE.

Chancery Division.

Div'l Court.] [Feb. 21.

WEBB *v.* BARTON & STONEY CREEK CONSOLIDATED ROAD CO.

Road companies—Accident—"Done in pursuance of this Act"—Time limit—"Within six months next after the fact committed"—R.S.O., c. 159, s. 145.

Action for damages caused to the plaintiff by his carriage striking a post of a railing placed by the defendants as a guard against the open drain at the mouth of a culvert on the defendants' road.

The defendants were a road company incorporated under the General Road Companies Act, R.S.O., c. 159, and by s. 99 thereof were required to keep their road in repair.

Section 145 enacts that no action shall be brought for any matter or thing done in pursuance of the Act, unless such action be brought within six months next after the fact committed.

Held, that the construction of the culvert and the erection of the posts was "done in pursuance of the Act," although improperly done, so that there was not sufficient protection afforded thereby to guard the travelling public from falling into the ditch; and that under the above section the time for bringing the action was limited to within six months from the date of the accident, and that period having elapsed the plaintiff's action must be dismissed.

McCarthy, Q.C., for the defendants.

Aylesworth, Q.C., and *Biggar* for the plaintiff.

Div'l Court.] [Feb. 21.

GEMILL v. NELLIGAN.

Husband and wife—Mortgage—Bar of dower—Right to dower in surplus.

Held, that where mortgaged lands have been sold by the mortgagee under the mortgage, the wife of the mortgagor, who has joined in the mortgage to bar her dower, is entitled to dower out of the surplus remaining after payment of the mortgage debt and costs, to the full extent of what would have been the value of her dower in the whole of the land if the same had not been mortgaged or sold; and sufficient of such surplus must be paid into court, there to remain to insure her dower in case she should become entitled thereto.

Pratt v. *Bunnell*, 21 O.R. 1, not followed so far as the reasoning and dicta therein are opposed to the above decision.

W. H. Blake for the defendant, wife of the mortgagor.

J. McCarthy for the defendant, the mortgagor.

Div'l Court.] [Feb. 21.

BRIDGEWATER CHEESE FACTORY CO. v. MURPHY.

Banks and banking—Promissory note—Improper signature by president for company—Discount—Repayment.

Decision of STREET, J., noted 30 C.L.J. 736, reversed.

Per MEREDITH, J.: The plaintiffs were placed in a position where they must affirm or disaffirm the transaction; if they affirmed they were right in charging the defendants as they did, but were bound to credit them with the note when it eventually came home to them; if they disaffirmed the transaction, then they proved that they were not and never were entitled to the sum in question; and so in either case the action failed and should be dismissed.

Moss, Q.C., *Masson*, and *D. E. K. Stewart* for the plaintiffs.

Osler, Q.C., and *Guss Porter* for the defendants.

Div'l Court.] [Feb. 21.

FARQUHAR *v.* CITY OF TORONTO.

Chose in action—Assignment—Rights of assignor under original contract—R.S.O., c. 122, ss. 6-13.

The contract between the defendants and plaintiff's assignor for the paving of a certain street provided that the defendants might, on the recommendation of the city engineer, settle and pay the price of any materials for which payments were in arrear, and deduct the amount thereof from any money falling due to the contractor under the contract. The contractor assigned to the plaintiff all such money so to become due to him, and the defendants were duly notified. After this the engineer certified that a certain sum was due to the contractor. The defendants, however, deducted from such sum the amount of a certain claim for materials furnished to the contractor.

Held, that they had the right to do so, notwithstanding the assignment to the plaintiff, which was subject to such conditions and restrictions with respect to the right of transfer as were contained in the original contract.

Riddell and *Smyth* for the plaintiff.

Delamere, Q.C., for the defendants.

Div'l Court.] [March 2.

FLICK *v.* BRISBANE.

Constitutional law—British North America Act—Ultra vires—Criminal assault—Bar of civil remedy—Criminal Code, 1892—55-56 Vict., c. 29, ss. 865, 866.

Held, that ss. 865 and 866 of the Criminal Code, 1892, are *intra vires* of the Dominion Parliament.

Per BOYD, C.: "The Code gives one who is assaulted the option to proceed by complaint in a summary way before a magistrate, and if he elects to take his remedy by this method of private prosecution he foregoes his right of action in respect of the same assault in order to recover damages as a civil wrong."

Smyth for the plaintiff.

Fullerton, Q.C., for the defendant.

Div'l Court.] [March 2.

IN RE TORONTO BELT LINE R.W. CO. AND WESTERN CANADA L. & S. CO

Railways—Compensation for land taken—"Owner"—Mortgagee—Injuriously affected—R.S.O., c. 170, s. 13.

Appeal from order of STREET, J., directing mandamus to the above railway company to arbitrate as to the compensation payable to the Western Canada L. & S. Co. as mortgagees for injuries sustained by them through the taking by the railway company of a portion of certain lands mortgaged to them.

The railway company had agreed with the mortgagor that certain privileges granted by them should be accepted in lieu of compensation to be paid to the mortgagor, and set this up in answer to the motion. No notice had been given to the loan company as to this agreement.

Held, affirming the decision of STREET, J., that the mortgagor does not represent his mortgagee, and is not included in enumeration of the corporations or persons who, under s. 13 of R.S.O., c. 170, are enabled to sell or convey lands to the company. He can only deal with his own equity of redemption; and therefore the mortgagees were entitled to the mandamus as asked for.

L. McCarthy for the Railway Company.

Goodwin Gibson for the Loan Company.

BOYD, C.] [Jan. 24.

RE OTTAWA MUNICIPAL ELECTION.

Mandamus—County judge—Recount of ballot papers—55 Vict., c. 42, ss. 155 and 175 (O.).

A mandamus will not be granted to compel a County Judge to proceed with a recount when the ballot papers cast at a municipal election were found not sealed up as provided by section 155 of 55 Vict., c. 42 (O.).

In re Centre Wellington Election, 44 U.C.R. 132, referred to.

Held, also, that the provisions of section 175 of the Act were not applicable.

Ferguson, Q.C., and *Stuart Henderson* for one applicant.

M. J. Gorman, contra.

Chrysler, Q.C., for another applicant.

William Wyld, contra.

Common Pleas Division.

Div'l Court.] [March 2.

REGINA *v.* PLOWS.

Provincial fisheries—Justice of the peace — Jurisdiction — Prosecution for penalty exceeding $30—55 Vict., c. 10, ss. 19, 25, 26.

The defendant was convicted before one justice of the peace on an information charging him with fishing in a certain stream without the permission of the proprietors, and taking therefrom forty-five fish.

The defendant admitted the fishing, but denied the taking of the forty-five fish, and was convicted of the former.

Held, that inasmuch as under s. 19 the penalty for the offence charged in the information exceeded $30, and inasmuch as s. 26, read in connection with s. 25, requires that prosecutions under the Act, where the penalty exceeds $30, must be tried before a stipendiary or police magistrate, or two or more justices of the peace, or one justice and a fishery overseer, the conviction must be quashed.

Aylesworth, Q.C., for the motion.

DuVernet, contra.

Practice.

OSLER, J.A.] [Feb. 13.

IN RE BURNHAM.

Costs—Scale of—Court of Appeal—Water privilege—Appeal from order of County Court Judge—R.S.O., c. 119, s. 18.

The disposition of the costs of an appeal is not a part of the practice and proceedings upon the appeal.

Upon an appeal from an order of a County Court Judge, under R.S.O., c. 119, with respect to a water privilege, the Court of Appeal has power, under s. 18, to direct that the costs shall be taxed on the scale applicable to High Court, County Court, or Divisional Court appeals; and the judge to whom application for leave to appeal is made under s. 16 has no power to control the discretion of the court in this respect.

W. H. Blake for the appellant.

W. E. Middleton for the respondent.

C.P. Div'l Court.] [March 2.

STANDARD DRAIN PIPE CO. *v.* TOWN OF FORT WILLIAM.

Venue—Change of—Convenience—Onus—Witnesses.

The plaintiff has the right to select the place of trial of the action, and the onus is upon the defendant to show that the preponderance of convenience is against the place so selected.

Per MEREDITH, C.J.: It would be more satisfactory if the practice were that *prima facie* the action should be tried in the county where the cause of action arose, leaving the onus upon the plaintiff to show a preponderance in favour of the place selected by him; but the contrary practice is well settled.

Per ROSE, J.: The court will not, upon an application to change the venue, enter into an enquiry as to the personal inconvenience of witnesses.

A. R. Lewis, Q.C., for the plaintiffs.

H. J. Mowat for the defendants.

Q.B. Div.] [March 3.

IN RE SOLICITOR.

Costs—Taxation—Solicitor and client—Counsel fee at trial—Advising on evidence—Reference—Unnecessary length—Allowance to solicitor—Brief copies of depositions—Counsel fees on court motions.

Upon appeal from taxation between solicitor and client of a bill of costs for the defence in an action of redemption in which, before the beginning of the sittings at which the action was entered for trial, an arrangement had been made between the parties that all the matters in question should be

referred to a Master, and accordingly no witnesses were subpœnaed, and a reference was directed at the sittings;

Held, that the taxing officer has no discretion to allow an increased counsel fee with brief at trial, as the action could not be said to be of a special and important character, nor to allow a fee for advising on evidence.

The reference lasted for one hundred and thirty-seven hours, eighteen of which were occupied in argument. Nearly the whole of the time was devoted to the main matter in contest, viz., whether the defendants should be charged with an occupation rent, and, if so, at what amount. The Master found that they were chargeable with a rent of $312.50. The taxing officer allowed the solicitor $302 for the time occupied in taking the evidence, and $47 for the argument.

Held, that the allowance of counsel fees upon a reference, under clause 107 of the tariff, should be exceptional, and made only when matters of special importance or difficulty are involved at some particular sitting; and, also, that the taxing officer should have taken into consideration the unreasonable time occupied over so small a matter, and have exercised his discretion by confining the solicitor to the minimum allowance of $1.00 an hour, under clause 104 of the tariff, for the argument as well as for the taking of the evidence.

The taxing officer allowed the solicitor $77 50 for brief upon appeal from the Master's Report; this amount included $67.80 paid to Master for copies of the depositions.

Held, that the solicitor had no *prima facie* right to order and charge for these copies, and, in the absence of any authority from his clients, should not be allowed for them upon taxation.

The taxing officer allowed the solicitor $35 counsel fee upon the appeal, $12 for travelling expenses, and $10 counsel fee upon the plaintiff's motion for judgment, which came before the court with the appeal.

Held, that these allowances, though liberal, were not so clearly wrong as to justify the court in interfering.

W. E. Middleton for the clients.

Tremeear for the solicitor.

COUNTY COURT OF LEEDS AND GRENVILLE.

[Nov. 13, 1894.

COSSITT ET AL. *v.* STEWART.

Division Courts—Jurisdiction—Division Court or County Court costs.

The defendant gave to the plaintiffs an order partly written, and partly printed, dated and addressed to the plaintiffs, which said: "Please supply me with one of your bindiochines and ship the same to me about the 1st day of August, 1894, to Mount Forest station, for which I agree to pay the sum of one hundred and thirty-five dollars on delivery, as soon as tried, I paying expenses of carriage from that place, as follows, etc."

Upon the back of the order was endorsed a printed warranty by plaintiffs with certain blanks filled in.

The bindlochine was delivered to the defendant, and upon August 20th, 1894, she wrote to the plaintiffs saying that it did not work satisfactorily. On September 15th the plaintiffs commenced suit in the County Court, and the defendant not having appeared judgment against her was entered on September 28th for $137.02 debt and $11.92 costs taxed. A motion was thereupon made by the defendant to review the taxation on the ground that the cause of action was within the competence of the Division Court, and that the plaintiff was entitled only to costs on that scale.

Deacon, Q.C., for the motion, referred to *Re Graham* v. *Tomlinson*, 12 P.R. 367; *Wallace* v. *Virtue*, 24 O.R. 558.

W. S. Buell, contra, cited *In re Shepherd* v. *Cooper*, 25 O.R. 274; *Forfar* v. *Climie*, 10 P.R. 90; *Wiltsie* v. *Ward*, 8 A.R. 549; *Kinsey* v. *Roche*, 8 P.R. 515; *Robb* v. *Murray*, 16 A.R. 503.

McDONALD, Co.J.: That under the terms of the order given by the defendant, the plaintiff, in case of a defence, could not recover upon mere proof of signature of defendant, and would have to prove something beyond, and that the claim was not one of those covered by the terms of the Act as to increased jurisdiction. He considered that the case of *In re Shepherd* v. *Cooper*, 25 O.R. 274, was in point, and that the judgment of Chancellor Boyd in that suit should govern in this action.

Motion dismissed with costs.

COUNTY COURT, COUNTY OF BRUCE.

[Jan. 24.

ROBERTSON *v.* BURRILL.

Statute of Limitations—Letters of administration relate back to date of death.

One Agnes Robertson died November 24th, 1893, and as part of her estate left a note made by defendant, which was overdue, and on which no payment had been made since March 10th, 1888. Before taking out letters of administration the plaintiff corresponded with the defendant, and received a letter dated February 17th, 1894, written by the defendant's daughter, under the authority of the defendant, making an acknowledgment of the note. The defendant took out letters of administration on April 19th, 1894, and sued as administrator on the note.

H. P. O'Connor for the plaintiff.

D. Robertson and *C. J. Mickle* for the defendant.

BARRETT, Co.J.: The letters of administration relate back to the death of the deceased, so that an acknowledgment made to a person entitled to letters of administration prevents the operation of the statutes of limitation.

MANITOBA.

COURT OF QUEEN'S BENCH.

BAIN, J.] [March 8.

MARTIN *v.* NORTHERN PACIFIC EXPRESS COMPANY.

Money had and received—Receipt only prima facie—Evidence of delivery—Common carrier—Delivery of money package sent by express.

This was an action for the recovery of $2,000 handed to the defendants to be sent by express to the plaintiff's agent at Wawanesa.

According to the evidence of Story, the consignee, and Cornell, defendants' agent at Wawanesa, which the learned judge found not to be conflicting, what took place may be thus described: When the package containing the money was received at Wawanesa by Cornell, he called at Story's place of business and informed him of the receipt of a money package. Story then went to the express office, where he had some other business to transact with Cornell. After this was over the latter produced the express receipt book, and, pointing out with one hand the place where Story should put his signature opposite the entry of the money package, said to Story, "This is this money package," and at the same time with the other hand, while Story was signing, he took the package out of his pocket and laid it down on the table at which Story was sitting, and in front of a large book which was between Story and the package.

Story did not notice that the package had been placed on the table before him and never saw it, and, in fact, supposed it was still in the safe, where such packages were usually kept. He then went out into the waiting room and stood at the wicket while Cornell was making up the amount of some freight bills which Story had to pay. The latter forgot to ask for the money package, and left the station. Cornell, supposing that Story had picked up the package and taken it away with him, then left the office with the door open and went upstairs. During his absence it is supposed the package was stolen by some person who came into the station

Under the circumstances the question for decision was whether the defendants were liable to make good the loss, notwithstanding that Story had acknowledged the receipt of the package by his signature.

Held, that it was the duty of the defendants or their agents to deliver the package into the hands of the consignee, or at least to draw his attention pointedly to the package when laying it down before him, and that the signing of the receipt was only *prima facie* evidence of delivery, which might be displaced by sworn testimony; that what was done by the defendants' agent was not sufficien. delivery, and that the defendants were responsible for the amount.

Ewart, Q.C., and *Wilson* for the plaintiff.

J. D. Cameron and *Dexter* for the defendants.

Appointments to Office.

CORONERS.

County of Middlesex.

Alexander Stewart Thompson, of the Town of Strathroy in the County of Middlesex, Esquire, M.D., to be an Associate Coroner within and for the said County of Middlesex.

DIVISION COURT BAILIFFS.

County of Peterborough.

William H. Webster, of the Village of Apsley, in the County of Peterborough, to be Bailiff of the Fifth Division Court of the said County of Peterborough, in the room and stead of Thomas McIlmoyle, resigned.

County of Wentworth.

Albert E. Cross, of the Town of Oakville, in the County of Halton, to be Bailiff of the Second Division Court of the said County of Halton, in the room and stead of Robert Laud Lucas, removed.

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