Canada Law Journal.

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DIARY FOR JULY.

1. Fri...Long vacation begins. Dominion day.
3. Sun...*3rd Sunday after Trinity.*
4. Mon..County Court Terms (except York) begin. Heir and Dev. sitt. begin.
7. Thurs.Gen. Simcoe first Lieut.-Gov. of U. C., 1792.
8. Fri...Cyprus ceded to England, 1878.
8. Sat...County Court Term ends.
10. Sun..*4th Sunday after Trinity.*
11. Mon..Canada invaded by U. S., 1813.
14. Thurs.W. P. Howland, first Lieut.-Gov. of Ontario, 1868.
15. Fri...Manitoba entered Confederation, 1870.
17. Sun..*5th Sunday after Trinity.*
19. Tue..Heir and Devise sittings end.
20. Wed..British Columbia entered Confederation, 1871.
23. Sat...Union of Upper and Lower Canada, 1840.
24. Sun..*6th Sunday after Trinity.* Canada discovered by Cartier, 1534.
25. Mon..Battle of Lundy's Lane, 1813.
26. Tue..Jews first admitted to Ho. of Commons, 1858. Dr Robitaille, Lieut.-Gov. of Quebec, 1879.
29. Fri...First Atlantic Telegraph laid, 1866.
30. Sat...Governm't of U.C. removed from Niagara to York, 1793.
31. Sun ..*7th Sunday after Trinity.*

TORONTO JULY 15, 1881.

THERE is no reason why editors of legal journals should not have some vacation as well as their brethren. Besides, the legal mind should on this occasion be feeding on "Maclennan" and "Taylor and Ewart." We propose, therefore, only to publish this journal during Vacation as circumstances may require.

THERE seems a disposition on the part of the authorities at Osgoode Hall, as well as the profession, more rigidly than heretofore to keep sacred the days devoted to the Long Vacation. One slight exception was in the delivery of judgments by the Court of Appeal. Though this was not satisfactory to some few counsel, it was probably otherwise to the successful suitor. It has been suggested, however, that the Court did not act unwisely, as it might have been thought dangerous for the judges to have carried about in their persons so much condensed learning during the hot weather. In this view we must be grateful that there was a safe delivery early in the holidays.

THE judgments delivered on this occasion were, as a rule, enormously long, or, at least, they seemed to be so, perhaps owing to the frailty of human nature in being compelled to listen to them in the dog days. Some of the cases, however, were very important, notably the *cause celebre* of *McLaren* v. *Caldwell*, in which the Court fell foul of the recent decision of Vice-Chancellor Proudfoot. The judgment of the Chief Justice, whether right or wrong, struck the listener as being in the best style of that able jurist. The tendency seemed to be in the direction of a general upsetting of the judicial apple-carts of the Courts below. In *Trust and Loan Co.* v. *Laurason*, however, Mr. Justice Osler came to the rescue of the Queen's Bench, and in a vigorous judgment dissented from Burton, Patterson, and Morrison, JJ., as to the right of the plaintiffs to distrain as for rent against their mortgagee. "Hard cases make bad law," and it is by no means as clear to us as it was to the majority of the Court that the terms of the mortgage did not give the right contended for.

THE following is the order in Council, providing for the distribution of business at Osgoode Hall, under the Judicature Act:—

That Mr. Dalton shall be Master in Chambers, at a salary of $3,000, and Mr. W. B. Heward and Mr. Arnoldi Clerks in Chambers.

That Mr. Stephens shall succeed Mr. Dalton as Clerk of the Crown and Pleas of the Court of Queen's Bench, at a salary of $2,000 per annum, and shall be called "Registrar of the Queen's Bench Division;" and it shall be part of his duty from time to time, on the request of the Master in Chambers or of a Judge of the High Court, to sit with or for such Master.

That Mr. Jackson retain his office as Clerk of the Crown and Pleas of the Court of Common Pleas, and that he be designated "Registrar of the Common Pleas Division."

That Mr. George Holmested shall be Registrar of the Chancery Division and Senior Judgment Clerk of the High Court.

That Mr. A. F. Maclean be Assistant Registrar of the Chancery Division and Junior Judgment Clerk of the High Court, at a salary of $1,400 per annum, to be reckoned from the 1st of July next.

That Mr. Taylor be Master in Ordinary of the Supreme Court at his present salary.

That Mr. Thom and Mr. Clark be the Taxing Officers, and that they be each paid $1,600 per annum.

That Mr. Lee retain his office of Clerk of Records and Writs, and that his salary be $1,200 per annum, the increase to be reckoned from the 1st January last.

That Mr. Alexander Macdonell, Clerk of the Queen's Bench, be paid $1,400 per annum.

That Mr. Semple, Entering Clerk in Chancery, be paid $700 per annum.

That Mr. Stewart be transferred from the office of the Clerk of Process to the Accountant's office.

That this order shall take effect on and from the 22nd day of August next, except the provisions thereof increasing salaries, which shall take effect from the time hereinbefore particularly stated.

THE *Canada Gazette* of July 9th publishes the order of Her Majesty in Council carrying into effect the recent extradition treaty between Great Britain and Switzerland. The crimes for which extradition is to be granted are as follows:—

1. Murder (including infanticide) and attempt to murder.
2. Manslaughter.
3. Counterfeiting or altering money, uttering or bringing into circulation counterfeit or altered money.
4. Forgery, or counterfeiting, or altering, or uttering what is forged, or counterfeited, or altered; comprehending the crimes designated in the Penal Codes of both States as counterfeiting or falsification of paper money, bank notes, or other securities, forgery, or falsification of other public or private documents, likewise the uttering or bringing into circulation, or willfully using such counterfeited, forged, or falsified papers.
5. Embezzlement or larceny.
6. Obtaining money under false pretences.
7. Crimes against bankruptcy law.
8. Fraud committed by a baillee, banker, agent, factor, trustee, or director, or member or public officer of any Company made criminal by any law for the time being in force.
9. Rape.
10. Abduction of minors.
11. Child stealing or kidnapping.
12. Burglary, or house breaking, with criminal intent.
13. Arson.
14. Robbery with violence.
15. Threats by letter or otherwise with intent to exhort.
16. Perjury or subornation of perjury.
17. Malicious injury to property, if the offence be indictable.

The extradition is also to take place for participation in any of the aforesaid crimes, as an accessory before or after the fact, provided such participation be punishable by the laws of both contracting Parties.

LEGAL EDUCATION.

The subject of legal education is a difficult one, and has engaged much time and attention and will continue to do so. The Law School, rightly or wrongly, was abolished; but the desirability of some provision of a kindred nature is generally admitted. This feeling has found expression in various ways. The most important is the plan proposed by the treasurer of the Law Society and adopted

by the Benchers as set out in the proceedings of Convocation published last number. (ante p. 263.)

Whilst this scheme presents many advantages, it does not, in the opinion of some, quite meet the requirements of the situation. It proposes the establishment of legal and literary societies in places where a sufficient number of barristers and students care to organize them. The objects of these associations are "the extension of legal knowledge and the cultivation of the powers of reasoning, speech, and composition of the members by the delivery of lectures by barristers on some of the more important branches of the law and examinations thereon, by the preparation and reading of essays and by arguments on legal questions." To stimulate students in their studies, prizes in the shape of law books are to be given to successful competitors.

The result of this plan will practically be, if carried out, the establishment of a number of small centres of partial education in some of the larger cities and towns in Ontario. These aids will be of benefit to those students who reside in the places where they are established, but they will be of little more use to the great mass of students than if the same course of instruction were given in Toronto, inasmuch as the students are scattered throughout the numerous towns and villages in the Province. The course of study also cannot, in the nature of things, be so complete in these smaller efforts as it might be made, at the same aggregate expense and labour, in one central combined school of learning. Others again amongst the students say that what they want is not prizes, but a reduction of the term of apprenticeship to hard-working students, successful in competitive examinations. We are not prepared, however, to admit this principle under all circumstances. Graduates are in a very different position from those who have not had a thorough school training. But whatever may be thought of this matter, a petition has been largely signed both by the profession and students, asking for the consideration of a scheme which has been roughly formulated as follows :—

1. That courses of lectures be given by barristers to students for terms commencing on the first day of October, and ending on the first day of April in the following year, upon subjects from time to time prescribed.

2. That students who have not entered their fourth year before the commencement of any course of lectures be termed Junior Students, and all other students who have entered or passed their fourth year before the commencement of any course as aforesaid be termed Senior Students.

3. That one year be the maximum time to be allowed as a reduction from the regular course of five years, and six months reduction for any graduate for any examination or examinations.

4. That fifty-five per cent. be the minimum of marks in any Junior Examination, and that six months' reduction be allowed from the regular course of five years to successful candidates.

5. That sixty-five per cent. be the minimum of marks on any Senior Examination, and that a further reduction of six months' time be allowed to successful candidates.

6. That those who are now Senior Students be allowed to enter for either or both examinations.

7. That the examinations for Junior and Senior clerks be distinct and separate, and that only Senior Students be so allowed to enter for Senior Examinations.

Without further consideration we should not offer any decided opinion as to the merits of the plan above proposed; but we are satisfied the Benchers will be only too glad to receive and discuss this or any other reasonable suggestion that would seem to help in moulding into shape some fair, workable scheme for

the efficient education of those entering the legal profession.

LORD JUSTICE JAMES.

The Right Honorable Sir William M. James, Lord Justice of Appeal, who died in London on the 7th ult., ,was born in Wales, was educated at Glasgow University, was a pupil of Sir Fitzroy Kelly, and was called to the Bar in 1831. In 1869 he was made Vice-Chancellor, and the next year raised to the Court of Appeal. The *Law Journal* thus speaks of the late Judge :—

"The late Lord Justice was a judge of the best class —a class which, unfortunately, by reason of the conditions upon which judges are made, is never too numerous. We have frequently seen on the bench men as highly gifted as Lord Justice James, and as highly cultivated ; but it is a common observation of judges thus highly qualified that they would appear to have applied their talents to almost every branch of knowledge except the science of law. There are often men with as much learning as the late Lord Justice to be found among the judges, but they are too frequently mere lawyers whose lightest reading is Butler's 'Hudibras.' Lord Justice James was a man of great powers of intellect widely applied, but concentrated on the law. He did not, like some judges who have been placed in eminent positions on the bench, look upon his duties as a somewhat tiresome necessity of his situation, or as ground upon which he must tread warily through consciousness of great gaps in legal knowledge or want of sympathy with legal modes of thought He loved the law, and he was confident of his legal powers. He applied a considerable knowlege of life, great powers of expression, and a vivid imagination to the illustration of the subject in which he was entitled to have a voice. Few judges have been so thoroughly imbued with the great first principle, from which there are on the bench so many temptations to depart, that law is essentially a science of general appplication, and not a patchwork to be made up piece by piece as occasion arises. A judge of this character fills satisfactorily the position in the social economy to which he is called, and his loss cannot easily be replaced.

The solid merits of Mr. James were sometime in coming to the front. He was a stuff gownsman for twenty-two years, and it was sixteen years more before he became a judge. A want of fluency in speaking, and a candour of mind which denied him the advocate's faculty of seeing only one side at a time, impeded his success at the bar. Those who heard him on the bench were surprised at his want of success as an advocate. But, in fact, his speaking, as has been said of others, was like a man who is choosing among a bundle of sticks for the proved weapon, and who always finds the right one, and not that of an orator capable of carrying an audience away with him. His critics might have said of him that he was a judge at the bar and an advocate on the bench, so forcible and imaginative are some of his judgments. Probably he was sometimes carried beyond the bounds of the strictest judicial propriety by an indulgence in the power of stinging language, of which he was a master. A good example of his judicial style is supplied by a passage from the case of *The Canadian Oil Works Company*, 44 Law J. Rep. Chanc. 723.

Although possessing a full knowledge of case law no judge set his face so strongly as Lord Justice James against the practice, from which equity jurisprudence has suffered so much, of deciding according to the direction in which half a dozen previous cases, none of them directly in point, seem to suggest. Lord Justice James, in fact, although no judge was more full in giving his reasons and dealing with all the arguments advanced, arrived at his conclusion instinctively His habit of making up his mind early in the argument led to a noticeable judicial fault. So soon as he had made up his mind, he was apt to be impatient to deliver himself of it ; and it was sometimes difficult to get a further hearing. Such faults as a tendency to over-colouring in language, due to a strong imagination, and an occasional liability to impatience of argument, due to a desire to save public time, were largely outweighed by the Lord Justice's judicial excellences. Few judges were more honest than he on the bench. We do not speak of moral honesty, which is happily common to all, but of the rarer virtue of intellectual honesty. He never sought to get rid of a case upon some trifling technicality, but, if possible, pronounced on the merits. The phrase 'unnecessary to decide' was seldom in his mouth ; and conscious of his own powers, he even went out of his way to untie judicial knots. His name will be added to legal history as that of an intellectual giant who did much to give breadth, strength, and uniformity to the system of English jurisprudence."

SELECTIONS.

NOTES OF HORSE CASES.

This week we note a group of horse cases. In *Kellogg* v. *Lovely*, Michigan Supreme Court, April 27, 1881, 8 N. W. Rep. 597, the defendant, in October, 1878, sold plaintiff a mare, buggy, and harness, taking his note, with a mortgage upon the property, for the entire amount of the purchase price. At the time of the sale the mare was with foal, which was born the June following. July first the mortgage became due, and not being paid, the mortgagee took posession of all the property, including the colt. *Held*, that the mortgage gave him a right to the colt, and he was not guilty of trespass in so taking it. After commenting on the general doctrine that the young of animals under mortgage are subject to the mortgage, and observing that this holding may have originated in the doctrine that the increase belongs to the owner of the mother, and the mortgagee of chattels is the legal owner, the court observed: "The case before the court belongs to a peculiar and exceptional class, and it may be disposed of without bringing into question the general doctrine. As previously stated, the mare was carrying her colt when Lovely sold her, and the plaintiff, not paying anything whatever, gave back at the same moment a chattel mortgage for the entire price. There was no interval of time between the sale and the mortgage. Each took effect at the same instant. The whole was substantially one transaction. Now it is a rule of natural justice that one who has gotten the property of another ought not as between them to be allowed to keep any part of its present natural incidents or accessories without payment, and that the party entitled should have the right to regard the whole as being subject to his claim. The one ought not to suffer loss, nor the other effect a gain, through a mere shuffle, and whatever belongs to the thing in question, as the young the dam is carrying, belongs to her, ought to be as fully bound as the thing itself, unless indeed there are circumstances which imply a different intention. It is not unreasonable to construe the act of these parties by these principles and to consider that when Lovely sold the mare without receiving any thing down, and Kellogg gave back the mortgage for the whole purchase price to be due before the colt, according to the ordinary course of things, would be old enough to be separated from the mare, it operated as well to hold the colt as to hold the mare herself. The intendment is a fair and just one that the security was to be so far beneficial to Lovely as to preserve to him the right to claim at the maturity of the mortgage the same property he would have had in case he had made no sale." That the mortgagee of animals with young is the owner of the increase was held in *Forman* v. *Procter*, 9 B. Monr. 124; *Thorpe* v. *Cowles*, 7 N. W. Rep. 677.

The next case, *Gunderson* v. *Richardson*, Iowa Supreme Court, April 22, 1881, 8 N. W. Rep. 175, involved a horse trade on Sunday. It holds that an action for damages, under the statute, for knowingly offering to trade a horse diseased with glanders, cannot be maintained when the trade was made on Sunday. After laying down the doctrine that the law will not intervene between parties to an illegal contract, to help one to damages against the other for matters growing out of it, the court observed: "Counsel for appellee contends, however, that this action is not for fraud or breach of warranty, but that it is an action for damages against the defendant for "a crime," and that "the defendant cannot escape liability by asserting that his unlawful and criminal act was committed on Sunday." "It appears to us that by all the allegations of the petition the plaintiff bases his right to recover by reason of the contract for the exchange of the horses. To support these allegations it is absolutely essential that he show that the exchange was actually made. He could establish his damages in no other way. It was therefore incumbent on him to show the contract as he alleged it to be. This he could not do, for the law leaves the parties to such contracts where they place themselves. In other words, as appears from the petition, both these parties were active participants in violating the law by entering into a contract on Sunday. The plaintiff claims that, in making the contract, defendant defrauded him to his damage. The law will not afford him redress, and it will not avail the plaintiff to assert that the defendant, in making the Sunday contract, also violated another provision of the Criminal Code. The case, it appears to us, is essentially different from the case of one travelling on Sunday, and being assaulted by another, or injured by a defect

in the highway. In the latter class of cases the plaintiff does not seek to enforce an illegal contract, or to recover damages growing out of such contract, to which he was an active par.y; nor, as is said in *Schmid* v. *Humphrey*, 48 Iowa, 652; S. C., 30 Am. Rep. 414, 'is he seeking to enforce any right obtained by the breach of any law.'"

The next case also rose from a Sunday horse trade. In *Kinney* v. *McDermott*, Iowa Supreme Court, April 20, 1881, 8 N. W. Rep. 148, plaintiff and defendant made a horse trade on Sunday, defendant leaving his horse with plaintiff, and taking the horse of plaintiff with him. A day or so later defendant, without plaintiff's knowledge, returned the horse of plaintiff he had received and took his own from plaintiff's stable. *Held*, that as the original contract was an unlawful one, the court would render no aid to either, and as plaintiff's possession was *prima facie* evidence of ownership, he might, on the strength of that possession, and the trespass of defendant, maintain replevin for the horse so taken away by defendant. The court said: "If the defendant in this action had brought replevin for the horse, instead of taking him by force, he would have been defeated, because he would have been obliged to introduce evidence to overcome the presumption arising from plaintiff's possession. By the acts of the parties in violation of law the plaintiff became entitled to the possession of the horse. This possession was such that the defendant could not have recovered by action the price, if sold and not paid for, and could not maintain an action of replevin. He, however, wrongfully and by a trespass, deprived the plaintiff of the possession. The question is, will he be allowed to recover by force what the law would not have aided him to recover peaceably? It is insisted by counsel for appellant, that because the plaintiff claims title to the horse, he was bound to introduce evidence of such title, and could only do so by showing the Sunday contract. But according to the certificate of the trial judge, the plaintiff was in possession, and the defendant, by force, and without the knowledge of the plaintiff, removed the horse from plaintiff's stable. The question is, by what right did the defendant possess himself of the horse? The burden was on him to show his right. In doing so he would necessarily be compelled to introduce the Sunday contract in evidence. In *Smith* v. *Bean*, 15 N. H. 577, referring to a contract of sale made on Sunday, it is said: 'The transaction being illegal, the law leaves the parties to suffer the consequence of their illegal acts. The contract is void so far as it is attempted to be made the foundation of legal proceedings. The law will not interfere to assist the vendor to recover the price. The contract is void for any such purpose. It will not sustain an action by the vendee upon any warranty or fraud in the sale. It is void in that respect. The principle shows that the law will not aid the vendor to recover possession of the property if he has parted with it. The vendee has the possession as of his own property by the assent of the vendor, and the law leaves the parties where it finds them. If the vendor should attempt to retake the property, without process, the law, finding that the vendee had a possession which could not be controverted, would give a remedy for the violation of that possession.' See, also, 2 Pars. on Cont. 764, and notes. The author admits there is some conflict of authority upon the question whether a vendee will be allowed to retain the property without paying the price. In our opinion he should, upon the ground that the law will leave the parties where it finds them. It was held in *Pike* v. *King*, *supra*, that the plaintiff could not recover the value of the property aside from the price agreed upon, or, in other words, could not recover upon the *quantum valebat*." So, to punish two for horse-trading on the Lord's Day, the law gave one of them both the horses.—*Albany Law Journal.*

NOTES OF CASES.

PUBLISHED IN ADVANCE BY ORDER OF THE LAW SOCIETY.

COURT OF APPEAL.

JULY 8.

From Q. B.]

TRUST AND LOAN COMPANY v. LAWRASON.

Statutory Mortgage—Attornment—Tenancy at will—Distress.

The distress clause in the form given by the Act respecting short forms of mortgages is merely a license to take the goods of the mortgagor. The proper construction of the clause

is that it prescribes in a concise referential manner for the disposal of the goods when seized, in the same manner as goods seized for rent.

A mortgage pursuant to this Act, embracing all its clauses, contained, as an addition to the release clause, the following:—"And the mortgagor doth attorn to and become tenant at will to the mortgagees, subject to the said proviso." The "said proviso" was the defeasance clause.

Held [OSLER, J., dissenting], that though the relation of landlord and tenant may have been thereby created, yet there having been no rent fixed, the power to distrain did not arise, and the plaintiffs could not claim a landlord's right. as against an execution, creditor to payment of a year's arrears of interest on their mortgage, before removal by the Sheriff.

The relation of landlord and tenant may, notwithstanding, be created by proper words between mortgagee and mortgagor, for the *bona fide* purpose of further securing the debt, without being either a fraud upon creditors or an evasion of the Chattel Mortgage Act.

J. K. Kerr, Q. C., and *Wilkes*, for appellant. *Robinson*, Q. C., and *Marsh*, for respondents.

From Q. B.]

GRAND JUNCTION RAILWAY CO. v. THE COUNTY OF PETERBOROUGH.

Provincial Railway—Federal Legislation—Constitutionality of—Municipal By-Law—Validity of.

The Grand Junction Railway Company, intended to be wholly within Upper Canada, now Ontario, was amalgamated with the Grand Trunk Railway of Canada, the latter being a Dominion Railway. The former railway not having been built within the time directed, its charter expired. In May, 1870, an Act was passed by the Dominion Parliament to revive the charter of the Grand Junction Railroad Co., but gave it a slightly different name and made some changes in the charter. On the 23rd November in the same year the ratepayers of the defendant municipalities voted on a by-law to grant a bonus to the plaintiff company—construction of the road to be commenced before the 1st May, 1872. The by-law was read twice only. At the time when the voting took place on the by-law there was no power in the municipality to grant a bonus. On the 15th February, 1871, the Act, 34 Vict. cap. 48 (O) was passed, which declared the by-law as valid as if it had been read a third time, and that it should be legal and binding on all persons as if it had been passed after the Act. On the same day cap. 30 of the same year was passed, giving power to municipalities to aid railways by granting bonuses. The 37 Vict. cap. 43 (O) was then passed, amending and consolidating the Acts relating to the plaintiff railway, but did not relate to the by-law; and the 30 Vict. cap. 71 (O) extended the time for completion, but did not validate the by-law.

Held, reversing the decision of the Court below, that as the original charter had expired by effluxion of time, and a new corporation must be created, and not the old one revived, and as the railway was a local work of the Province of Ontario, the Dominion Act was unconstitutional and of no validity. There was therefore no railway company in existence to receive the bonus under the by-law, either at the time of voting thereon, or at the time of its legalizing by the 34 Vict. cap. 48 (O). The 37 Vict. cap. 43 (O) was the first Act by a legislative body, having the requisite power, which incorporated the plaintiff; but no provision having been made, either by that Act or the 39 Vict. cap. 71 (O), for legalizing the by-law in favour of the plaintiffs, they could not recover the bonus from the defendants.

Robinson, Q.C., and *H. Cameron*, Q.C., for the appellants.

Bethune, Q.C., and *Edwards*, for the respondents.

From C. P.]

STAFFORD v. BELL.

Provincial Land Surveyor—Negligence—Liability for.

A Provincial Land Surveyor is only bound to bring to the practice of his profession a reasonable amount of skill and knowledge, and is liable only for damage caused by the want of these or by gross negligence.

In order to charge a Surveyor for proceeding upon an erroneous principle in making a survey, it must be shown that the survey is erroneous,

and that the plaintiff has, in consequence, suffered damage.

Robinson, Q. C., for appellant.

Read, Q. C., and *W. Read*, for respondent.

From C. P.]

REGINA v. BROWNE.

Extradition—Depositions—Foreign indictment—33, 34 Vict., cap. 52, and 36, 37 Vict., cap. 60 (Imp.)—31 Vict., cap. 94 (D).

The defendant was accused by the State of New York of complicity in a crime committed in that State, and was under indictment in the foreign court. Upon the application for extradition, the coroner who had held the inquest in the foreign State himself appeared, and proved his authority to do so, and by oral testimony proved the original depositions taken upon the inquest, which he then produced. A warrant was issued for the defendant's arrest by the district attorney of the foreign State upon the finding of the grand jury of a true bill for murder, but upon what evidence it proceeded was not shown.

Held, that the Canadian Act, which enacts that, upon the return of the warrant of arrest, *copies* of the depositions upon which the original warrant was granted in the United States, certified, &c., and attested upon the oath of the party producing them to be true copies, may be received in evidence, does not interfere with the enactments of the Imperial Statute as to original depositions, and that the original depositions in this case were therefore properly admitted.

An accessory before the fact is extraditable, but an accessory after the fact is not. But there was sufficient evidence here to warrant and require extradition.

Held, that the foreign indictment was not admissible as part of the evidence.

Ogden, for the appeal.

J. K. Kerr, Q.C., contra.

From C. P.]

MORTON v. THE CITY OF ST. THOMAS.

Highways—Dedication—Registered plan.

Apart from the Registry Act, if a person sells lots according to a plan, the purchaser acquires an interest in the streets shown upon the plan adjoining the lots which places them beyond his future control to their injury.

Registration of such a plan does not constitute a dedication of the streets or lanes thereon to the public, and a by-law passed for the opening of such a lane as a public highway, without compensation to the owner, was properly quashed.

Cattanach, for the appellants.

Hodgins, Q. C., for the respondent.

From Blake, V. C.]

LAWLOR v. LAWLOR.

Estate tail—Mortgage of, in fee simple—Statutory discharge—Effect of.

A mortgage in fee simple of an estate tail has by statute a tortious operation, conveying to the mortgagee a greater estate than the tenant in tail has.

A registered discharge, under section 67 of the Registry Act, of such a mortgage, which has become absolute by non-payment on the day named, does not vest the estate in the mortgagor barred of the entail, but its effect is to resettle upon the mortgagor his original estate, upon the uses declared by the original settlement.

Plumb, for appellants.

Tupper, for respondent.

From Blake, V. C.]

MCDONALD v. DAVIDSON.

Allowance to Trustee—Discretion of Judge.

What is a proper compensation to be allowed to a trustee for his management of the trust estate is matter of opinion, upon hearing and considering what he has done; and even if it appear that in granting the allowance the Court below may have erred on the side of liberality, that is not sufficient ground for reversing the judgment.

Remarks upon the bringing of an appeal where the amount in question is trivial.

Rose, for appellants.

W. Cassels and *K. McLean*, for respondent.

From Spragge, C.]

HUGHES v. HUGHES.

Executor de son tort—Administration—Personal representative—Administration of Justice Act, sec. 9.

An executor *de son tort* is treated as an executor for the purpose of being charged only, and his presence before the Court will not dispense with that of a regular representative where the estate of an intestate is to be administered.

Where the estate of a deceased person itself forms the subject of a suit, such person is not a party interested in the matters in question in the suit within the meaning of section 9 of the Administration of Justice Act, R. S. O., cap. 49. This section is confined to cases in which the deceased person was in his life-time interested in the matters in question in the suit.

Donovan, for appellants.

E. Blake, Q. C., and *Geo. Morphy*, for respondents.

From Proudfoot, V. C.]

MCLAREN v. CALDWELL.

All streams, public highways — Floating timber on—Private Improvements—Private rights—C. S. U. C., cap. 48, sec. 15—Costs —Stay of execution under Appeal Act.

The plaintiff, a lumberman, was the owner in fee simple of several parcels of land and large tracts of timber. A stream, in parts of the bed of which he had the fee simple, ran through his lands, which, in its natural state, had not the capacity for floating timber at any time of the year. The plaintiff, and those through whom he claimed, spent large sums of money in making improvements upon the stream and in deepening it, and thereby made it available. The defendant, who owned timber limits in the neighbourhood, claimed the right to float his timber down the stream.

Held, reversing the decision of PROUDFOOT, V. C. (BURTON, J. A., dissenting), that the stream was a public waterway by virtue of C. S. U. C. cap. 48, sec. 15, which, by its terms, applied to all streams, whether of natural capacity to permit timber to be floated down them or not; and that the defendant had the right to float timber down the same during the spring, summer and autumn freshets, without compensation to the plaintiff. The appeal was allowed without costs, as the improvements had been made and the bill filed relying on the authority of decided cases.

Boale v. *Dickson*, 13 C. P. 337, overruled.

Per BURTON, J. A. By the Common Law those streams only which are sufficiently large to be navigable are highways by water, while small streams, being unnavigable and not susceptible of use as a common passage for the public, are not subject to the servitude of the public interest. The statute is declaratory only of the Common Law right of every one to use a stream capable, in its natural state, of transporting timber, etc., and declared also that it was not essential to the public easement that its capacity should be continuous. The Act was not intended to confer any new right.

Sec. 27 of the Court of Appeal Act does not apply to cases of injunction, the decree for an injunction being, so to speak, executed as soon as made.

Bethune, Q. C., and *Moss*, for appellant.

McCarthy, Q.C., and *Creelman* for respondent.

From C. C. York.]

CLARK v. BARRON.

Rule absolute on ground not taken therein.

A verdict was set aside and a non-suit entered, upon a ground not taken as a defence at the trial, or in the rule *nisi* to set aside the verdict.

Held, that it was erroneous for the learned Judge in the Court below to have so given effect to the defence. It appearing upon the whole evidence that the plaintiff was entitled to succeed upon the merits, the appeal was allowed, and the rule to set aside the plaintiff's verdict was discharged.

E. Douglas Armour, for appellants.

Falconbridge, for respondent.

From C. C. Bruce.]

HUNTER v. VANSTONE.

New trial—Discretion of Judge—Appeal from.

An application for a new trial is an application to the discretion of the Court; and where

the Judge of first instance grants a new trial on account of dissatisfaction with the verdict rendered, his discretion will not be interfered with unless it appears that he is clearly wrong.

H. J. Scott, for appellant.
Creelman, for respondent.

QUEEN'S BENCH.

IN BANCO—JUNE 25.

SMITH v. BAMFORD.

Ejectment—Statute of Limitations.

The occupant of land having submitted to an entry and agreed to remain tenant to the owner, *Held*, that a new tenancy at will was created and stopped the operation of the Statute of Limitations.

S. Smith, Q. C., for plaintiff.
J. W. Kerr, for defendant.

REG. EX REL. CLANCY v. MCINTOSH.

Municipal act—Acceptance of office.

In order properly to accept office under R. S. O., ch. 174, s. 180, a mayor elect must do so formally by declaration of qualification of office, and not merely verbally by speech to the electors.

Defendant, not being assessed for 1880, was in September of that year assessed for 1881 upon unencumbered leasehold premises valued at $4,100. The assessment was, under by-law, revised before 15th November, and on 31st December returned as the assessment roll for 1881, and was unappealed.

Nomination Day was 27th December, 1880. and defendant elected mayor 3rd January following.

Held, that the election began on Nomination Day, and the assessment roll was not the last revised roll then, under R. S. O., ch. 180, s. 44, and defendant was thereupon disqualified.

Ogden, for relator.
Aylesworth, contra.

DREW v. CORPORATION OF EAST WHITBY.

Negligence—Injury to fellow-servant.

Plaintiff was employed by defendants in mending a bridge, and was hurt by a portion of the machinery used in the work, which was set in motion under the order of the Reeve of the municipality, who was employed by one of the councillors, the foreman. *Held*, that defendants were not liable, as the Reeve was not present in his official capacity, but merely as a hired fellow-servant.

Bethune, Q. C., for plaintiff.
Ritchie, contra.

LAING v. ONTARIO LOAN AND SAVINGS COMPANY.

Growing crops—Mortgage—Distress clause in mortgage of land.

Under the statutory distress clause in the Short Forms of Mortgage Act, the mortgagee cannot take a stranger's goods on the premises.

Crops in the land are the mortgagor's as emblements, where the mortgagor is tenant at will to mortgagee.

Where the seed has been sown the property in the crops will pass under a chattel mortgage of the latter.

Bethune, Q. C., for plaintiff.
Ritchie, contra.

GRIFFIN v. MCKENZIE.

Chattel mortgage—Renewal.

G. made a chattel mortgage to plaintiff on 9th May, 1879, which was filed 13th May following. G. made another mortgage to defendant in the month of December following. Plaintiff re-filed mortgage, having ou 12th April, 1880, sworn to amount due to 10th of same month. In trover for goods distrained by defendants as landlords of mortgagor, and comprised in plaintiff's mortgage, *held*, that the informality in the re-filing of plaintiff's mortgage could not be objected to by defendants by reason of the statement of the amount due not being made within the thirty days before the expiring of the year.

Fitch, for plaintiff.
Hodgins, Q. C., contra.

HAMILTON v. HARRISON.

Chattel Mortgage—Affidavit—Consideration—Growing crops.

The affidavit of the mortgagee in a chattel mortgage appeared to be sworn before "J. B. F." without the words, "a commissioner," &c. The affidavit of execution contained these words. *Held*, that the former affidavit was good.

It appeared in evidence that the amount actually due was less than that stated in the mortgage, and the judge at trial having nonsuited the plaintiff,

Held [ARMOUR, J., dissenting], that the nonsuit was wrong, as the consideration was not one of law, but for the jury, whether there was fraud or not.

The mortgage covered growing crops.

Held [ARMOUR, J., dissenting], that such a subject was not within the Act, being incapable of delivery or change of possession.

G. A. McKenzie, for plaintiff.

McGillivray, contra.

BAILLIE v. DICKSON.

Promissory note—Note of dishonour.

A notary at Montreal protested a note upon which the defendant, an attorney at Belleville, was endorser. The notary, not being able to read the defendant's signature, made an imitation of it upon the notices and in the address of the letter which was addressed to "Belleville P.O.," in the Province of Ontario. The defendant constantly received letters from the Belleville Post Office. There was proved to be a Belleville in New Brunswick. Other notes, with his endorsement thereon, had been protested by the same notary. The defendant swore that he had never received the notice; but his clerks, who were accustomed to take his morning letters from the Post Office, were not called. The notice to another endorser, addressed to "Belleville P.O.," was received by him.

Held, [CAMERON J., dissenting] that if the imitation of the defendant's signature put upon the notice addressed to Belleville was an exact imitation of defendant's signature upon the note, and such notice was posted at Montreal, it would have been sufficient, whether it reached its destination or not.

New trial granted, [ARMOUR J., dissenting.]

Bethune, Q.C., for plaintiff.

Ferguson, Q.C., for defendant.

VACATION COURT.

Wilson, C. J.] [June 4.

IN RE GALLERNO AND THE TOWNSHIP OF ROCHESTER.

By-law—Publication of—Adjoining municipality.

A proposed by-law of the Township of Rochester was published in a newspaper in the Town of Windsor, which is, for all practical purposes, other than judicial and municipal business, the County Town of Essex, in which the Township of Rochester lies. There was no newspaper published either in Rochester or in Sandwich, the County Town, or in the *next* adjoining municipality; but there were several published in several small villages, which were nearer the Township of Rochester than was the Town of Windsor, but the circulation of these papers was much smaller in Rochester than was that of the Windsor paper.

Held, that the publication was sufficient; since, if the meaning of the words "adjoining local Municipality," as used in 42 Vict., cap. 31, sec. 21, were restricted to "*next* adjoining," etc., it would be impossible to publish the by-law; and it did not form sufficient ground of objection that there were other papers published a few miles nearer to Rochester than Windsor.

H. J. Scott, for the Rule.

Aylesworth, contra.

CHANCERY.

Ferguson, V. C.] [June 7.

IN RE SAYERS; SAYERS V. KIRKPATRICK.

Administration—Additional commission.

Upon an application under G. O. 643 for an order awarding an additional sum for costs, in the distribution of the estate, The Court, in view of the unusual amount of work done and the responsibility borne by the solicitors in the matter, the amount the estate realized having exceeded $44,000, it was referred to the Master to tax to all parties their disbursements, and to fix a proper sum to be paid for their services performed since the making of the original report, the same to be paid out of the moneys belonging to the estate.

H. Cassels, for plaintiff.

J. Hoskin, Q. C., for defendants.

Ferguson, V.C.] [June 7.

MCLAREN V. CALDWELL.

Injunction—Appeal—Stay of proceedings.

In an injunction suit to restrain the use of an improved stream, claimed by the plaintiff, the defendant appealed from a decree restraining the use thereof, and while the case was under consideration in the Court of Appeal, the plaintiff issued his injunction and served it. The defendant thereupon moved to stay proceedings, on the ground that execution was stayed under section 27 of the Court of Appeal Act upon security being perfected.

The Court refused the application on the ground that this section does not apply to injunctions, whether issued before or after decree.

Bethune, Q. C., and *Moss*, for the motion.

McCarthy, Q. C. (with him *Creelman*), contra.

Spragge, C. J. O., as Chan.] [June 11.

PARKS V. MOFFATT.

Conveyance to uses—Construction of—Estate tail—Lease of tenant in tail—Rack-rent.

A conveyance was made to B. & B., "in trust to hold the same for the use of M. A. L., wife of F. L., and the said F. L., for their joint lives, and upon, from, etc., in trust for the use of, etc.," so as to create an estate tail.

Held, that notwithstanding the use of the word "trust," B. & B. were grantees to uses only, and that M. A. L. and F. L. took a legal estate in fee tail.

Grantees to uses had made a lease for nineteen years, in which the *cestuis que use* had joined for the purpose of consenting thereto. The Court being of opinion that the supposed trustees were grantees to uses only,

Held, that such lease was inoperative, as the *cestuis que use* had not created any estate, but had consented only to the act of the grantees to uses.

The lease so intended to be created had not been registered within six months after execution, and the rent reserved was not a rack-rent, or five sixths of a rack-rent.

Held, invalid under the Act relating to assurances of estates tail.

The *cestuis que use* made an assignment of the right to receive the rents and royalties payable under such lease, and used words of conveyance of their estate. But,

Held, that such assignment could not operate to validate the lease.

Moss and *Lister*, for plaintiff.

McArthur and *Moncrieff*, for defendants.

Boyd C.] [June 15.

KILLINS V. KILLINS.

Further directions—Defendant setting down—Right to begin.

The setting down of a cause by the defendant, under the G. O. upon the plaintiff's default so to do, does not take away from the plaintiff his right to begin.

W. Cassels, for plaintiff.

Moss, for defendant.

Boyd C.] [June 25

STAMMERS V. O'DONOHOE.

Vendor and purchaser—Vendor's duty as to incumbrances—G. O. 226—Practice.

A vendor agreed to pay off a mortgage existing on the property, and the decree directed a good and sufficient conveyance "according to said

agreement." The Court directed that the vendor pay off the mortgage within a limited time, or in default that the purchaser should be at liberty to do so, procure an assignment and have his remedy against the vendor, whose conveyance he was not bound to accept till this mortgage was paid off; the purchase money in Court to be applied *pro tanto* thereto.

Held, also, that as the matter had been referred to the Master by the decree which was for specific performance, it should have been disposed of in his office under G. O. 226.

Foster, for plaintiff.

H. P. Sheppard, for defendant.

Boyd C.] June 25.

FOSTER V. MORDEN.

Mortgage—Account.

The plaintiff, carrying on the business of a druggist, mortgaged his stock-in-trade to the defendant, the instrument by which it was effected stipulating that the defendant should take possession of the stock and premises, to hold for four months in order to secure repayment of money advanced, and power was given to the mortgagee to add new stock so as to keep up the business. Default was made in payment, and thereafter a large amount of stock was added, some of the money being expended by the defendant with the assent of the plaintiff, other money being part of the profits of the business which were thus re-invested in new stock; some of the old stock remaining in specie. The matter was referred to the Master at Belleville to take the accounts of the dealings between the parties. Before the Master made his report the plaintiff applied on petition for the appointment of a Receiver, on the ground that the mortgagee had been paid in full.

Held (1), that as the new stock belonged to the mortgagee himself, and the plaintiff could therefore have no claim upon it, and as the Master had not yet found which party was indebted to the other, his finding would not be anticipated by the appointment of a Receiver. (2.) That although the defendant's right on default was to sell the original stock *en bloc* after notice, still the defendant was at liberty to add further capital and stock to the business, but not to the prejudice of the mortgagor so as to improve him out of his estate; and so long as the plaintiff chose to allow the business to go on under the defendant's control he had the right so to conduct it, subject to being called on to account.

Arnoldi, for plaintiff.

A. Hoskin, Q.C., for defendant.

Ferguson, V. C.] [June 30.

THOMSON V. VICTORIA MUTUAL FIRE INSURANCE COMPANY.

Pleading—Demurrer—Party suing on behalf of a class.

Where a right of suit exists in a body of persons too numerous to be all made parties, the Court will permit one or more of them to sue on behalf of all, subject to the restriction that the relief prayed is one in which the parties whom the plaintiff professes to represent have all of them an interest identical with that of the plaintiff. Therefore, where a mutual insurance company had established three distinct branches, in one of which, the water-works branch, the plaintiff insured, giving his promissory note or undertaking to pay $168, and the company made an assessment on all notes and threatened suit in the Division Court for payment of such assessment; whereupon the plaintiff filed a bill "on behalf of himself and the other policy holders associated with him as hereinafter mentioned," alleging the company was about to sue him and the other policy holders in said branch, that large losses had occurred in the company prior to the time of his effecting his insurance, and insisting that he could be properly assessed only in respect of such as had arisen since he entered the company, and praying that the necessary inquiries might be made and accounts taken, alleging that the Division Courts had not the machinery necessary for that purpose,

Held, that according to the statements of the bill, the policy-holders in the water-works branch were not represented in the suit, and a demurrer on that ground filed by the company was allowed with costs.

W. Cassels and *J. R. Roaf*, for plaintiff.

Moss, for defendant.

Ferguson, V. C.] [June 30.

PEARCE v. CANAVAN.

Mortgagor and Mortgagee—Costs.

A mortgagee of lands with a power of sale gave notice of his intention to exercise the power, whereupon the assignee of the equity of redemption in a portion of the premises, in consequence of information received from the mortgagor, filed a bill to redeem, alleging that the mortgage debt had been paid, or that only a small sum remained due. In that suit the Master found that the whole mortgage remained unpaid, and his finding was affirmed by the Court on appeal. In a subsequent proceeding to enforce his claim against the land the plaintiff in that suit was held entitled to his costs, his action being in reality a defence of his claim as mortgagee.

W. Roaf, for plaintiff.

J. H. Ferguson and *Hodgins*, Q.C., for defendant.

Ferguson, V. C.] [June 30.

HOLWAY v. HOLWAY.

Alimony.

On an application to reduce the amount of alimony payable by the defendant to the plaintiff the property of the defendant was variously estimated, (lands and personalty) at from $2,938 to $6,000) and the evidence of the defendant when cross-examined upon his affidavit filed by him in support of the motion being unsatisfactory, the Court, [FERGUSON, V.C.] refused to interfere with the report of the Master fixing the amount, and which had been paid under such report for about eighteen months without objection; but the result of the application was not to be considered conclusive against him on any other motion the defendant should be advised to make.

Moss, for plaintiff.

Doherty, for defendant.

Ferguson, V. C.] [June 30.

PLATT v. BLIZARD.

Specific performance—Misrepresentation—Costs.

In a suit for specific performance, the defendant set up that the reason he had refused to complete the agreement was that he had been induced to enter into it by certain misrepresentations of the plaintiff, but which he entirely failed in proving. The Master, having reported that a good title was shown in his office the decree on further directions ordered the costs to be paid by the defendant, notwithstanding that the bill contained certain statements which it was alleged were not true, and had not been proved, the Court being of opinion that such statements had not any material bearing upon the case.

Moss, for plaintiff.

W. Cassels, for defendant.

CHANCERY CHAMBERS.

Ferguson, V.C.] [June 16.

MACDONALD v. WORTHINGTON.

Appeal from decree—Money in Court—Interest on—Security for.

A decree was made which, among other things, directed the payment out to the defendant J. W. of a large sum of money, paid into Court pending the suit. The plaintiff appealed from the decree and, under an order allowing him to do so, paid into Court $400 as security for the cost of the appeal.

Subsequently an order was made that, upon the plaintiff's furnishing security to the amount of two hundred dollars for the difference between Court interest and the legal rate, the proceedings be stayed so far as the order for payment out of the money in Court was concerned. From this order the plaintiff appealed.

Held, affirming the decision of the Referee, that he had power on making the order to impose such a condition; and that, inasmuch as the money remained in Court for the plaintiff's own protection, it was not unreasonable that such security should be given.

A. M. Macdonald, for plaintiff.

H. Cassels, for defendant.

Proudfoot, V. C.] [June 30.

STINSON v. STINSON.

Allowance to trustees—Appeal—Costs.

In a proper case, where the interests are important and the estate large, the Master may allow a sum in gross to the trustee, instead of giving a percentage.

The Master at Hamilton allowed a trustee a gross sum of $15,400. The trustee, who was also personally interested, did not, however, in his evidence, refer particularly to the several properties dealt with, the items of care, management, &c., during the period for which the allowance had been made. Under these circumstances the matter was referred back to the Master, with liberty to the trustee to give further evidence.

Trustee to pay costs.

LAW STUDENTS' DEPARTMENT.

EXAMINATION DAYS.

A change has been made in some of the days appointed for examinations. The following is a corrected statement:—

Primary—August 9, 10, 11.
First Intermediate—August 30, 31.
Second Intermediate—August 24, 25.
For admission as Attorney—August 17.
For Call—August 18.
For Call with honours—August 19.

EXAMINATION QUESTIONS AND ANSWERS.

The following questions and answers are taken from the English *Bar Examination Journal*. The answers will serve to give an idea to students as to the mode in which answers may be framed and the extent to which they should go. If found of use we shall publish more of them. We should be glad of information on this point.

Q.—1. How far do alterations of, or additions to a deed after its execution by the grantor effect its validity?

A.—An immaterial alteration will not affect the validity of a deed, nor will a material alteration made by a stranger. But a material alteration made by a party to the deed will render it void to this extent, that he will be unable to bring any action upon it. But an action can still be brought against him upon it, and the alteration of the deed will not reconvey an estate which passed on its delivery. (Wms. R. P. pt. I. c. 7; Smith R. & P. 3rd ed. 859.)

Q.—2. What differences exist in form and use between a deed poll and an indenture? Is ndenting essential to an indenture, and can an immediate estate in lands be taken under an indenture by a person not named as a party to the deed?

A.—A deed by one party only is called a deed poll. A deed made between two or more parties is called an indenture. A deed poll commences with the words "Know all men by these presents," when there are no recitals in it; but, when there are recitals, it commences "To all to whom these presents shall come, A. B., of X., sends greeting." An indenture always begins "This indenture made the—th day of ——, (date), between, &c." It is not necessary that an indenture should be actually indented. There was formerly a rule that a person not na med as a party to an indenture could not take an immediate estate in lands under it; but this is now altered by the Stat. 8 & 9 Vict. c. 106, s. 5, that an immediate estate may be taken under an indenture by a person not named a party to it. (Wms. R. P. pt. I. c. 7.)

Q.—3. In a conveyance on sale of freehold land the ordinary form of the habendum is, "To hold the said premises unto the purchaser and his heirs, to the use of the purchaser his heirs and assigns, for ever." Which of those words are, and which of them are not essential, and why?

A.—It is not necessary to declare a use in a conveyance on a sale, as the consideration rebuts any presumption of a resulting use. It is also unnecessary to use the word assigns. It is sufficient to limit the land to the purchaser and his heirs.

Law Society of Upper Canada.

OSGOODE HALL.

EASTER TERM, 44TH VICT.

During this Term the following gentlemen were called to the degree of Barrister-at-Law :—

George Bell, with honors; John O'Meara, Charles Henry Connor, George Macdonald, John Birnie, jr., Charles Egerton Macdonald, Howard Jennings Duncan, Stewart Campbell Johnstone, Lendrum McMeans, William Boston Towers, Francis Edward Galbraith, Charles Wright, John Kelley Dowsly, Chas. Herbert Allen, Charles Elwin Seymour Radcliffe, James Leland Darling, John Clark Eccles, George William Baker, Hedley Vicars Knight, George Ritchie.

(The names are placed in the order of merit).

And the following gentlemen were admitted into the Society as Students-at-Law, namely :—

GRADUATES.

Adam Carruthers, B.A., James Alexander Hutchinson, B.A., George Frederick Lawson.

MATRICULANTS OF UNIVERSITIES.

John L. Peters, Morris Johnson Fletcher, Francis Cockburn Powell, Toronto University.

JUNIOR CLASS.

Herbert Gordon Macbeth, Alson Alexander Fisher, William Edward Sheridan Knowles, Thomas Hobson, obert Alexander Dickson, Peter D. Cunningham, Alexander McLean, William Thomas McMullen Miron Ardon Evertts, William John McWhinney, Richard Armstrong, Alexander Duncan McLaren, Edward Corrigan Emery, John Craine, Joseph McKenzie Rogers, W. Arthur Ernest Kennedy, Geo. Herbert Stephenson, Arthur W. Wilkin, Walter George Fisher.

And the examination of William Leslie Beale was ed wedallohim as canArtil Clerk.

RULES

As to Books and Subjects for Examination.

PRIMARY EXAMINATIONS FOR STUDENTS AND ARTICLED CLERKS.

A Graduate in the Faculty of Arts in any University in Her Majesty's Dominions, empowered to grant such Degrees, shall be entitled to admission upon giving six weeks' notice in accordance with the existing rules, and paying the prescribed fees, and presenting to Convocation his diploma or a proper certificate of his having received his degree.

All other candidates for admission as articled clerks or students-at-law shall give six weeks notice, pay the prescribed fees, and pass a satisfactory examination in the following subjects :—

Articled Clerks.

1881.
- Ovid, Fasti, B. I., vv. 1-300; or, Virgil, Æneid, B. II., vv. 1-317.
- Arithmetic.
- Euclid, Bb. I., II., and III.
- English Grammar and Composition.
- English History—Queen Anne to George III.
- Modern Geography—N. America and Europe.
- Elements of Book-keeping.

In 1882, 1883, 1884 and 1885. Articled Clerks will be examined in the portions of Ovid or Virgil, at their option, which are appointed for Students-at-Law in the same years.

Students-at-Law.

CLASSICS.

1881.
- Xenophon, nabasis, B. V.
- Homer, Iliad, B. IV.
- Cicero in Catilinam, II., III., IV.
- Ovid, Fasti, B. I., vv. 1-300.
- Virgil, Æneid, B. I., vv. 1-304.

1882.
- Xenophon, Anabasis, B. I.
- Homer, Iliad, B. VI.
- Cæsar, Bellum Britannicum, (B. G. B. IV. c. 20-36, B. V., c. 8-23.)
- Cicero, Pro Archia.
- Virgil, Æneid, B. II., vv. 1-317.
- Ovid, Heroides, Epistles V. XIII.

1883.
- Xenophon, Anabasis, B. II.
- Homer, Iliad, B. VI.
- Cæsar, Bellum Britannicum.
- Cicero, Pro Archia.
- Virgil, Æneid, B. V., vv. 1-361.
- Ovid, Heroides, Epistles V. XIII.

1884.
- Cicero, Cato Major.
- Virgil, Æneid, B. V., vv. 1-361
- Ovid, Fasti, B. I., vv. 1-300.
- Xenophon, Anabasis, B. II.
- Homer, Iliad, B. IV.

1885.
- Xenophon, Anabasis, B. V.
- Homer, Iliad, B. IV.
- Cicero, Cato Major.
- Virgil, Æneid, B. I., vv. 1-304.
- Ovid, Fasti, B. I., vv. 1-300.

Paper on Latin Grammar, on which special stress will be laid.

Translation from English into Latin Prose.

MATHEMATICS.

Arithmetic; Algebra, to end of Quadratic Equations; Euclid, Bb. I., II., III.