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DIARY FOR NOVEMBER.

15. Wed.. Final Examination for Attorney.
16. Thus.. Final Examination for Call. Wilson, J.Q.B., and Gwynne, J.C.P., 1868.
18. Sat... Hagarty, C.J., sworn in C.J. of Q.B., Wilson, J., sworn in C.J. of C.P., 1878.
19. Sun... *24th Sunday after Trinity.*
20. Mon.. Michaelmas sittings begin.
25. Sat... Lord Lorne Governor General of Canada, 1878.
26. Sun... *25th Sunday after Trinity.*
27. Mon.. Cameron, J., sworn in Q.B., 1878.
30. Thus.. Moss, J., appointed C J. of Appeal, 1877.

TORONTO, NOV. 15, 1882.

THE ceremony of the opening of the New Law Courts in London by Her Majesty, will take place in the third week in this month. The Queen will drive from Buckingham Palace, escorted by a squadron of Life Guards, and will be met by the Lord Chancellor at the grand entrance, where the opening ceremony will take place.

IN a recent matter before him, one of the Chancery judges took occasion to observe that legislation was much called for in the Trustee Relief Acts, animadverting on the difficulty practitioners often have in arriving at a correct conclusion as to the proper course to adopt in any given case, from the joint provisions of our own and the Imperial Acts.

WE are glad to know that Mr. Leith's edition of William's Real Property has been recommended by the legal education committee as that from which questions for the first intermediate examination should be taken, and the recommendation stands over for consideration till the second day of next term. Of the 13th English edition of this well known text book (1880) 107 pages are omitted in his work, as not only superfluous but calculated to mislead the student, since they relate to English law not in force here; and there are 24 other pages to which the same remark practically applies. Beyond this, in respect of statutes applicable here not in force in England, Mr. Leith has varied 32 pages of the English edition and added 42, and much abridged the texts as to the old law of descent. We have already called attention to the absurdity of students being required to learn things which they are shortly afterwards called upon to unlearn. They are much indebted to Mr. Leith for the assistance he has given them in their studies on an abstruse subject.

IT IS to be hoped for the sake of lawyers, as well as other business men, that our postal authorities will see their way and adopt the latest device of England's blind Postmaster General, who seems to see so much further into the business of his department than most of his predecessors. We allude to the Reply Post-card. This appears to be a perforated post-card, half being for the original message, half for the reply. On receiving such a card a reply may be written on the space allotted, which may then be torn off, directed, and put into the post. Thus the chance of the sender obtaining a reply, and a prompt one, is greatly increased, while the person to whom the card is sent is put to no postage expenses replying. Mr. Fawcett's postal money orders are also a great convenience. They differ from an ordinary post office order in this that they will be cashed on presentation at any post office in the kingdom. They are issued for all sorts of small sums, and will far less a tax to the applicant's patience

than is involved in the issue of post office orders. Again, while we write, news comes of another improvement. This is the placing of a box for late letters on the outside of the sorting carriage of mail trains. The public can now post their letters in these boxes, on payment of a small amount of extra postage.

It may be said, what has all this to do with law. We reply that it has nothing to do with law, but a great deal to do with lawyers. Even Uncle Sam must acknowledge that in postal matters, at any rate, there is "life in the old hoss yet."

RECENT ENGLISH DECISIONS.

The August number of the Law Reports, which have now been reached, comprise 9 Q. B. D., p. 137-336; 7 P. D., p. 117-126; 20 Ch. D., p. 441-561. In the first of these the first case arresting attention is *Hodgson* v. *Railway Passengers Ass. Co.*, p. 188, the former cases having apparently little, if any, application here.

STATUTE DIRECTING ARBITRATION—ONUS.

In this case an Act regulating an insurance company provided that any question arising under any policy should, if either the assured or the company required it, be referred to arbitration; it also provided that a judge might stay any action commenced by a policy-holder upon being satisfied that no sufficient reason exists why the matter cannot be, or ought not to be, referred to arbitration. Such an action having been commenced the company obtained an order staying proceedings. The plaintiff now appealed against this order to the Court of Appeal, which, however, held the *onus* of shewing that some sufficient reason existed why the dispute should not be referred to arbitration, and that he had not met this *onus*. Jessel, M.R., said:—"I have always acted on the simple rule that where a party applying cannot adduce a reason in support of his application, the judge may be satisfied that no reason exists. The plaintiffs here are in the position of a party applying, and if there is any reason why the matter should not be referred to arbitration it is their duty to bring it forward and present it to the judge, and if they cannot do so the judge is quite justified in being satisfied that there is no reason."

MARINE INSURANCE—MEASURE OF UNDERWRITERS LIABILITY

The next case, *Pitman* v. *Universal Ins. Co.*, p. 192, is expressed by Brett, L.J., to be of the "highest mercantile and legal importance;" while Jessel, M.R., observes that the precise question involved in it does not appear to have been decided, or even discussed in any case. This question the M.R. thus expresses:—"The question in this case is upon what principle ought the liability of underwriters to be determined when the ship has been damaged by the perils of the sea, and has been sold during the continuance of the risk without being repaired, in a case where the amount required to restore her to the same condition as she was in before the injury would have largely exceeded the value of the ship when repaired, so that no reasonable man would have repaired her?" The plaintiffs were the owners of a ship which had been sold under such circumstances, after some slight repairs, and which had been insured by the defendants. The judgment of Lindley, J., in the court below, gave the plaintiffs, who were suing on their policy, only the difference between the value of the ship in its uninjured state and the sum realized by its sale, after deducting from this latter sum the cost of the repairs which were in fact done. The plaintiffs now appealed, claiming to be entitled to recover the estimated cost of the repairs necessary entirely to make good the injury sustained by the vessel, less the usual allowance of one-third of the cost; this proportion of the amount expended for repairs being the sum ordinarily payable by underwriters on the occurance of a partial loss where the ship is an old one, as this was, and is not repaired. The majority of the

judges of the Court of Appeal, however, upheld the judgment of Lindley, J. Brett, L.J., dissented. He says:—"The cost of repairs is the matter to be indemnified . . . The defect of the judgment under review seems to me, with deference, to be that it has misapplied the doctrine that a contract of insurance is only a contract of indemnity. It is true that it must not more than indemnify against the loss which it covers; but it is also true that it has nothing to do with gains or losses which are outside the contract, by which it undertakes to indemnify against the losses which it does cover." The view of Lindley, J., below, and of the majority of the judges of appeal, seems concisely indicated in the following passage from the judgment of Cotton, L.J.:—"To hold that in the present case the insured is entitled to recover two-thirds of the estimated cost of repairs would be contrary to what is one of the principles applicable to all insurance cases, that the policy is a contract of indemnity; or to adopt the words of Willes, J., in *Lidgett* v. *Secretan*, L.R. 6 C.P. at p. 626, the insured is not entitled to recover more than he lost by the injury sustained by the vessel through the perils covered by the policy." And after a review of the authorities, he says:—"In this state of the authorities I am of opinion that the estimated cost of repairs, less the usual allowance of one-third new for old, is not, *under all circumstances*, the sum which the insured is to recover. Where, as in the present case, there is not a constructive total loss, he is not, as against the insurers, entitled to sell so as to bind them by the loss resulting therefrom; but when he elects to take this course, as in the present case, he, as against himself, fixes his loss, that is, he cannot as against the underwriters say that the depreciation of the vessel exceeds that which is ascertained by the result of the sale. Probably the most accurate way of stating the measure of what, under such circumstances, he is to recover, is that it will be the estimated cost of repairs, less the usual deduction, not exceeding the depreciation in value of the vessel as ascertained by the sale." In conclusion it may be worth while to quote a *dictum* from Brett's, L.J., dissenting judgment, where he says:—"One is naturally startled at the facts of the present case; but they are wholly abnormal, and it is in my opinion most dangerous to mercantile business to tamper with a settled rule of adjustment of liability and claim in order to meet a case which will in all probability never happen again." It will be seen that where the Court of Appeal differs from him is as to what is the settled rule of adjustment of liability in such matters.

PRINCIPAL AND AGENT—MEASURE OF DAMAGES.

The next case, *Cassaboglow* v. *Gibbs*, p. 220, is a decision of the Q. B. Divisional Court as to the measure of damages where commission agents of the plaintiff abroad have intentionally sent home to him goods of an inferior quality to that which he ordered. The plaintiff sought to treat the agents as vendors of the goods to him, so as to make them responsible as for a breach of warranty of the kind and quality of the goods, in which case the measure of damages would be not merely the difference between the cost to him of the goods and their real value, but the difference between the value of goods of the description sold and of the goods actually sent. The Court, however, held the plaintiff was not entitled to recover from the defendants anything beyond his actual loss.

CONTRACT WITH AN ILLEGAL ASSOCIATION.

The next case is *Jennings* v. *Hammond*, p. 225. In it the Divisional Court, having decided that a certain society called the "Ipswich Mutual Benefit Society" was illegal, by reason that it did not conform to the requirements of Imp. 25-26 Vict. c. 89, s. 4, as to the registration of such a society, proceeded to hold that, therefore, a promissory note given by a member to the trustee of the society to secure a sum of money advanced to such member under the rules of the society was invalid, and no action could be maintained

thereon. The judgment of the Court says:—"If, as we hold is the case, the association is forbidden by the Act in question, it follows that all contracts *made directly for the purpose of carrying on the business of the association* are illegal. In this case the business of the society is to lend money, and consequently the loan to the defendant was made in pursuance of an illegal object, and the note sued on was given for an illegal consideration, and cannot be sued upon either by the society or by any one suing as a trustee for the society, or even by any one suing for his own benefit if he took the note with a knowledge that it was given for an illegal consideration. With this case may be contrasted the recent English case of *in re Coltman*, L. R. 19 Ch. D. 64, noted *supra*, p. 130, though it is not cited in *Jennings* v. *Hammond*.

SPECIAL CONDITION EXCLUDING LIABILITY OF CARRIER.

The next case, *Brown* v. *Manchester and Sheffield Ry. Co.*, p. 230, is a decision as to whether a certain condition made by a railway company as to their liability in respect of the carriage of goods, was "just and reasonable," within the meaning of the Imp. Railway and Canal Traffic Act, 1854, sect. 7, which makes every such condition subject to the opinion of any judge before whom any question may be tried relating thereto, whether the same was *just and reasonable*. In Mr. J. E. McDougall's lectures on "Torts and Negligence," recently published, he remarks with regret on the absence of any similar statutory provisions in Canada, limiting the common law power of carriers to restrict their liability by special contract. He cites, in support, the words of Draper, C.J., in *Bates* v. *Great Western Ry. Co.*, 24 U. C. R. 544.

VALUATION OF DAMAGE MADE CONDITION PRECEDENT TO ACTION.

In the next case, *Babbage* v. *Coulburn*, p. 235, it appears that by a written agreement a tenant of a furnished house agreed, at the expiration of the tenancy, to deliver up possession of the house and the furniture in good order, "and in the event of any loss, damage or breakage, otherwise than herein provided for, the same to be made good or paid for by the tenant, the amount of such payment, if in dispute, to be referred to and settled by valuers, one to be appointed by the landlord and the other by the tenant or their umpire, in the usual way." The Divisional Court held the settlement of the amount of the payment by the valuers was a condition precedent to the right of the landlord to bring an action in respect of the dilapidations. Huddleston, B., observes:—"The question in all these cases is whether or not there are separate and independent covenants—a covenant that an act shall or shall not be done, and a covenant to refer. Here the defendant agreed to deliver up the furniture in a certain condition, and agreed, not independantly to refer, but to deliver up the furniture and pay any sum awarded by the valuers."

ESTOPPEL.

There is nothing requiring notice, except a *dictum* of Holker, L.J., in the bankruptcy case of *Harris* v. *Truman*, p. 296, that "the doctrine of estoppel ought not to be extended," until *Clark* v. *Wood*, p. 276, is reached.

PRACTICE—AMENDMENT BY COURT OF APPEAL.

This case besides being a decision as to the power of the Court of Appeal to amend the record of trial, under Imp. O. 58, r. 5, with which compare R. S. O. c. 38, sect. 22, in a case where the judge of first instance could have amended the record had application been made to him at the time, also decides the following point:

AGENT FOR SALE OF REAL ESTATE—CONDITION PRECEDENT.

The plaintiff claimed for commission on the sale of a piece of land by A. to the defendant. One term of the plaintiff's contract was that A.'s title should be approved by defendant's solicitor. The defendant broke off the sale of his own accord, so that A.'s title was never submitted to the defendant's

solicitor. The Court of Appeal held, nevertheless, that the plaintiff could not succeed without, in the language of Jessel, M.R., first giving "*prima facie* evidence either that the title was approved or that there was a good title, but that the defendant's solicitor unreasonably and improperly refused to approve it."

LIABILITY TO STRANGER FOR DEFECTIVE ARTICLE.

The next case requiring notice is *Heaven* v. *Pender*, p. 302, where the plaintiff was a painter, who was employed by a certain shipowner to paint a ship, and in the course of his work fell from a staging, erected round the ship for the owner by the defendant, and was injured. He now sued the defendant for damages. The evidence showed that the defendant had no control over the plaintiff during the progress of the painting. The staging had been put up on the same day that the accident happened; but there was no evidence to show its condition when the staging was put up, or that the defendant or his servant had any knowledge that the rope was defective. Under these circumstances the Divisional Court held the plaintiff had sued the wrong person, for the defendant was not liable, for he had no duty towards the plaintiff to supply a reasonably safe staging. Field, J., says:—"In order to support the action the plaintiff must show either the existence of a contract between himself and the defendant and a breach by the defendant, or that some relation existed between them which created a duty from the defendant to the plaintiff to use due and reasonable care, and that the defendant was guilty of a breach of that duty . . . There is no contract between the plaintiff here; no fraud on the defendant's part; no breach of duty, to tell the truth, as in *Langridge* v. *Levy*, 2 M. & W. 579; 4 M. & W. 337." He also says:—"I think the evidence shows that the defendant parted with the control of his staging as a landlord does with the control of his property when he lets it," with reference to which we may refer to the case of *Ivay* v. *Hedges*, L.R. 9 Q.B.D. 80, noted in these pages *supra* p. 376.

In this same case of *Heaven* v. *Pender*, Cave, J., distinguishes the case which illustrate the proposition of law, which he thus enunciates:—"Where a licensee goes upon or uses the property of his licensor for purposes in which the licensor is interested, there is a duty cast upon the licensors to see that the licensee is not exposed to unusual danger; and for a breach of that duty the licensor is responsible. The rule applies equally to where the property is land or a thing to be used, as the staging was here; the duty arises out of the possession and control of the thing—not of the property in it."

LAWFUL ASSEMBLY—UNLAWFUL CONSEQUENCES.

The next case *Beatty* v. *Gillbanks*, p. 308, really involved the question whether the notorious Salvation army was responsible for the riotous conduct of the infamous Skeleton Army. There was no doubt the Salvation Army were in the habit of assembling with others for a perfectly lawful purpose, but with a knowledge that their assembly would be opposed, and with good reason to suppose that a breach of the peace would be committed by those who opposed it. The Divisional Court held they could not under such circumstances be rightly convicted of an unlawful assembly. Field, J., says:—"As far as these appellants (the Salvation Army) are concerned, there was nothing in their conduct when they were assembled together which was either tumultous or against the peace. But it is said, that the conduct pursued by them on this occasion was such, as on several previous occasions, has produced riots and disturbance of the peace and terror to the inhabitants, and that the appellants knowing when they assembled together that such consequences would again arise, are liable to this charge. Now, entirely concede that every one must be taken to intend the natural consequences of his own acts, and it is clear to me that if this disturbance of the peace was the natural consequence of

acts of the appellants they would be liable. But the evidence in this case does not support this contention; on the contrary, it shows that the disturbances were caused by other people antagonistic to the appellants, and that no acts of violence were committed by them."

There is no other case in this August number of L. R. 9 Q. B. D., requiring notice, the last case *Eynde* v. *Gould*, p. 335, being on a point of practice under the Judicature Act, and already noted among our Recent English Practice Cases, *supra* p. 326. Neither do the two cases in the August number of L. R. 7 P. D. require to be mentioned being one a case on the practice of the Admiralty Division, and the other a divorce case.

A.H.F.L.

SELECTIONS.

THE LEGAL POSITION OF THE SUEZ CANAL.

International rights over artificial waterways from sea to sea, and their relation to those of the power owning the territory in which such ways are situated, will probably form an important branch of the international law of the future. At present there are hardly any instances upon which a discussion of such rights can be founded. But in view of the important questions which must soon be settled as to the Suez Canal, it may be interesting to examine what the legal position, so far as law can be held to apply to a subject matter so new and so anomalous, as that undertaking is.

The relations of the company to the Egyptian Government and its suzerain are defined by concessions granted by the Khedive in 1854 and 1856, and finally ratified by the Sultan's firman of the 22nd of February, 1856.

The most important articles provide that the canal shall be kept open at all times as a neutral channel to the merchant ships of all nations without distinction or preference, the company being allowed to charge a toll not exceeding 10 francs per ton. The company is declared to be an Egyptian one, and all disputes between it and the Egyptian Government or third parties are to be decided by the local tribunals according to the laws of the country and to treaties; but as regards its internal affairs, and the rights of its shareholders, it is declared to be a French *Societe Anonyme*, and subject to the laws regulating such societies. The canal and its dependencies are made subject to the police of the Egyptian Government, in the same manner as the rest of its territory. Certain land upon the banks is given up to the company, but the government reserve power to take back and occupy any points of strategic importance, agreeing not to interfere with the navigation of the canal. The concession terminates at the end of ninety-nine years, unless a fresh agreement is entered into, and it is provided that the 15 per cent. share of profits given to the Khedive is to be increased by 5 per cent. on every such fresh agreement till it has reached 35 per cent.

There is nothing in this concession which in any way abandons the sovereign rights of the Egyptian Government or its suzerain, the Sultan, over the canal, nor which gives any rights to any other power. It is simply a private contract between the Khedive and the company, ratified by the Sultan. Acting upon this view the company, soon after the opening of the canal, obtained leave from the Sultan to charge a sur-tax of one franc per ton for the passage of vessels, and they then further increased the toll without such leave by charging upon what they considered the actual capacity instead of, as at first, upon the registered tonnage of vessels using the canal. The Sultan, pressed by the powers to put an end to this exaction, called a conference in October, 1873, at Constantinople, to agree upon a general standard of tonnage. The conference wisely refused to embark upon this general question, but agreed upon a mode of measurement which they considered fair for the Suez Canal, and recommended the Porte that the company should be compelled to adopt this measurement, and at the same time should be allowed to charge a sur-tax of three francs per ton, to be reduced upon a sliding scale as the tonnage of ships using the canal increased. The Porte accepted these recommendations, and at the same time voluntarily declared that the Turkish Government would not allow any increased toll to be levied without its consent, and would come to an understanding with the principal powers interested before coming to a decision.

The Powers throughout the negotiation recognized the absolute right of the Porte to regulate the tolls, and the recommendations of the conference were carried out as the act of the Porte. The company refused to accept the terms agreed upon, and even issued a notice that the canal would be closed. They only yielded under pressure of the despatch of an Egyptian force to seize the canal; and accepted the new dues only under protest until 1876, when an agreement was come to slightly modifying in the company's favour the terms imposed by the conference. About the same time a dispute arose as to jurisdiction, the company claiming to have all disputes in which they were concerned tried by the French Consular, instead of the Egyptian Court. The French Government, however, repudiated any claim that the company was solely under French jurisdiction, and the controversy came to an end on the establishment of the international tribunals in Egypt in 1874. The purchase of the Khedive's shares by the English Government, though it gave the Government a *locus standi* to enforce the rights of the company in the agreement with the Khedive and the Sultan, could not affect its international position, and some negotiations, which were started shortly before that purchase, for the handing over the management of the canal to an International Commission, fell to the ground before the decided opposition of the Porte. At the outbreak of the Russo-Turkish war, M. de Lesseps proposed a general agreement between the European Governments, that the canal should at all times be open for ships of war as well as of peace, the disembarkation only of troops and munitions of war being forbidden. Lord Derby, however, refused to entertain the proposal of any such agreement, and contented himself with a notice to both the belligerent governments that any attempt to stop the canal would be incompatible with the maintenance of Her Majesty's Government of passive neutrality. It would seem, therefore, that there are no special international obligations affecting the Suez Canal at all. It is simply a part of the territory of Egypt and her suzerain the Sultan, subject in all respects to their control, but leased for ninety-nine years to a company formed under and governed by French law, upon terms which, in so far at least as regards the tolls to be levied for passage, the Sultan has voluntarily declared he will not alter without consulting the Powers. It is also subject to whatever rights of user can be claimed over it by international law in consequence of its being one of the highways of the world, and the only passage between two open seas, which rights have been to some extent recognized by the voluntary declaration of the Sultan above referred to. What the measure of such right may be it is impossible to say, but they cannot be greater than those which obtain in a natural strait between two seas where both shores are in the territory of the same power. It seems to be the accepted opinion of the jurists that in such a case, while the territorial power has no power to prevent the passage of merchant ships, no other power has a right to claim passage for ships of war, or troopships. In law, therefore, as well as in fact, the canal can only be kept open for English troopships and ships of war either by special treaty with all the European powers or by England's possessing in some form or another the control of the territory within which the canal is situated.—*Law Times.*

REPORTS.

ONTARIO.

(Reported for the LAW JOURNAL.)

COUNTY COURT OF THE COUNTY OF MIDDLESEX.

BERTRAM v. BAWDEN.

Solicitor and Client—Costs—Arrest.

A solicitor's claims against his client for fees and disbursements is not a claim for costs which exempts the client from arrest for non-payment of costs.

[London, Oct. 24—Davis, J. J.

Defendant was arrested on a capias for plaintiff's fees &c., as a solicitor, in connection with the defence of the defendant in an action in the H. C. J.

A. J. B. Macdonald for defendant applied to set aside the order for capias, &c., on the ground that the plaintiff's claim was for costs and that defendant could not be arrested for non-payment of costs:—Sec. 3 cap. 67 Revised Statutes Ont.

Bartram shewed cause.—The action is for the solicitor's fees against his client, and not for his costs—when defendant pays the fees, &c., they will become the defendant's costs. The statute refers to costs between party and party. There are no costs between solicitor and client except

perhaps when the costs of the client are ordered to be paid by a third party. If defendant cannot be held to bail for this claim then solicitors are worse off than any other class ; but such is not the case—sec. 42 cap 140 R. S. Ont. shews this. There do not appear to be any decided cases upon the point, probably because no client ever attempted to treat his solicitor so unfairly.

DAVIS, JUNIOR JUDGE.— I am of opinion that the plaintiff's claim is not for costs within the meaning of the statute and that defendant was properly arrested. The application is therefore dismissed.

NOTES OF CANADIAN CASES.

PUBLISHED IN ADVANCE BY ORDER OF THE LAW SOCIETY.

SUPREME COURT OF CANADA.

TRUST AND LOAN CO. v. LAWRASON ET AL.

Mortgage—Distress clause—Tenancy at will.

A mortgage made in pursuance of the Short Forms of Mortgages Act contained the following :—"And the mortgagor doth release to the Company all his claim upon the said lands, and doth attorn to and become tenant at will to the mortgagees, subject to the said proviso." It also provided that the mortgagees, on default of payment for two months, might, on one month's notice, enter on and lease or sell the lands ; that they might distrain for arrears of interest, and that until default of payment the mortgagors should have quiet possession.

The sheriff, under an execution at the suit of respondents against the mortgagors, who had been in possession from and at the time of the execution of the mortgage, seized the goods of the mortgagor on the lands mortgaged. Before sale and removal of the goods, but after seizure, the mortgagees (the appellants) claiming as landlords of the mortgagor, claimed one year's rent.

Held, (per STRONG, FOURNIER and HENRY, J.J., affirming the judgment of the Court of Appeal : 6 Ont. App. R. 286), that there was no rent fixed for which there was power to distrain, and the appellants could not claim a landlord's right, as against an execution creditor, of a year's arrears of interest on their mortgage before removal by the sheriff.

(Per Sir WM. RITCHIE, C. J., TASCHEREAU and GWYNNE, JJ.,) that a tenancy-at-will was created by the mortgage at a fixed rent, viz., the amount of the interest payable at fixed times, and that under such demise the interest, on default in payment of it, became payable *qua* rent, and liable to be distrained for as rent ; the right to distrain not being a mere collateral license but a right of distress incident to a tenancy.

The Court being equally divided, the appeal was dismissed without costs.

Marsh, for appellants.

Kerr, Q.C., and *Wilkes*, for respondents.

ELECTION CASES.—QUEEN'S BENCH DIVISION.

Cameron, J.] [Oct. 20.

IN RE RUSSELL ELECTION.

Dominion Election—Entitling petition—Deposit in Q. B.—Security.

The O. J. Act has not superseded the Q. B. as a Court for the trial of Dominion Controverted Elections.

Here petition was "In the Q. B., H. C. J., Q. B. D.," and deposited with a clerk in the Q. B. D., with whom and in which the Q. B. business was formerly transacted, and the clerk entered it in the procedure book of the Q. B. D.

Held, that the words "H. C. J., Q. B. D." in the entitling of the petition might be rejected as superfluous, and the petition was properly presented in the Q. B., and that the entry in a wrong book ought not to prejudice the petition.

Bethune, Q.C., for petitioner.

McCarthy, Q.C., and *Creelman*, contra.

IN RE WEST HURON ELECTION.

Controverted election (D.)—Preliminary objections—Agency—Interference of Ont. Gov.—Votes struck off when seat not claimed.

The H. C. J. has no jurisdiction in Dominion Controverted Elections.

On an allegation that Ontario Government, in behalf of respondent, used undue influence, an objection that no agency was stated, and because no such agency, if stated, could in law exist, was *held* proper to be left for disposition by Judge at trial. Also, that a petition need not state the grounds which void an election in order to be

free from objection in special demurrer, but that facts whose existence would void it should be shown.

McCarthy, Q.C., and *Creelman*, for petitioner. *Shepley*, contra.

QUEEN'S BENCH DIVISION.

Cameron, J.] [Oct. 20.

REGINA V. BENNETT.

Temperance Act, 1878—*Information—Different offences—Amendment when case closed—Proof of order in council—Constitutional law—Right to appoint Justices of Peace.*

32-33 Vict. ch. 31, s. 25, is violated by an information which includes the three offences of keeping for sale, selling and bartering intoxicating liquors prohibited by s. 99 of Imperial Act of 1878.

A magistrate cannot judicially notice orders in council or publication thereof, unless proved by production of the official *Gazette*.

The Ontario Legislature had power under No. 14 of sect. 92, B. N. A. Act, to pass ch. 71 R. S. O. as to appointing Justices of Peace.

Irving, Q.C., for the Crown.

McCarthy, Q.C., contra.

CHANCERY DIVISION.

Proudfoot, J.] [Nov. 8.

HOPKINS V. HOPKINS.

Will—Invalid devise—Possession—Statute of Limitations.

A devise of land to J. H. in fee, was void on account of J. H. being a witness to the will. The devise was subject to a lease which had nearly twelve years to run from the death of the testator, as to which the testator directed the rent payable thereunder to be paid one half to J. H., the other half to his executors, to be invested, and principal and interest paid to J. H. as the executor might think he required it. The executor, assuming the devise to be valid, paid the rent to J. H. The latter executed a deed of the land to C. H., who received the rents thereafter through J. H., with the privity of the executors. C. H. went into possession after the expiration of the lease.

Held, that the direction as to the rents was void, as they belonged beneficially to J. H.; and also, following *In re Goffe*, 8 P. R. 92, that the rights of the true owners had been barred by the receipt of the rents by J. H. and C. H.

Proudfoot, J.] [Nov. 8.

GILLIES V. MCCONOCHIE.

Will, construction of—Charities—Mixed fund—Cy pres—Administration of fund—Jurisdiction.

A gift to a charity out of a mixed fund is valid, if there be enough pure personalty to answer the bequest.

The testator who was a minister of the United Presbyterian Church of North America, after bequeathing $1,000 to that church, provided:—"I give for a Jewish Mission the sum of $1,000, to that Church which is sound and Evangelical in doctrine, and pure in worship, using in songs of praise the inspired books which can unite all nations, Jews and Gentiles, in all ages," etc. The witnesses said that this description could only apply to one other church besides that to which the testator belonged; but it did not appear that his church had a mission to the Jews, or was willing to apply the legacy for that purpose.

Held, that the testator intended the bequest for his own church, and a reference was directed to enquire as to the missions, etc.

"To the pious, poor, converted Jews that meet together for the reading of the Scriptures for their instruction and mutual edification, I leave $1,000. . . . The balance of my estate I leave to the poor and destitute, to supply their temporal wants in food and raiment."

Held, that the first bequest was a good charitable bequest, and not void for uncertainty; and that the second was also good so far as the residue consisted of pure personalty. That there should be enquiries whether any such Jews were to be found, whether there were any poor in the congregation of which the testator was pastor who needed assistance, or whether he had any poor relations.

Held, also, that as to the bequests to the Jewish mission, and to pious, converted Jews, if the above church would not accept the former, or if no such pious Jews should be found, the Court would administer the funds *cy pres*.

There were no trustees of the funds appointed, but the testator appointed executors.

Held, that it was their duty to pay the legacies, and, therefore, that the administration should be by a scheme before the Master, and not by the Crown.

D. A. Creasor, for the plaintiffs.
Platt, for the church.
Creasor, Q.C., for the widow.
J. R. Galbraith, for next of kin.

Divisional Court.] [Nov. 11.

IN RE HALL.

Extradition—Ashburton Treaty—Forgery—Uttering.

The prisoner was a clerk in the office of the Comptroller of the City of Newark, New Jersey, U. S. A., his duty being to make proper entries of moneys received for taxes in the official books of the Comptroller, provided for that purpose. Having received a sum of money for taxes, he entered the correct amount at first, and then erasing the true figures, he inserted a less sum with intent to benefit himself by the abstraction of the difference between the two, and to deceive the Comptroller and the municipality.

Held, that the offence was forgery at common law, and the prisoner was remanded for extradition.

Per PROUDFOOT, J.—Uttering is not necessary to constitute the crime of forgery, but if it were, the entry in books of the public character of those in question, would be published as soon as made. The offence with which the prisoner was charged, is forgery within 32-33 Vict. cap. 19, ss. 26, 45.

Fenton, for the United States.
Murphy, for the prisoner.

PRACTICE CASES.

Mr. Dalton, Q.C.] [Nov. 3.

GOWANLOCK V. MANS.

Jury notice—Exclusive jurisdiction of the Court of Chancery—O.J.A. sect. 45—O.J.A. sect. 4.

An action in which the principal relief sought is the reformation of a lease is an action in the exclusive jurisdiction of the Court of Chancery, the trial of which must, by sect. 45 of the O. J. A., be according to the practice of the Court of Chancery at the time when the O. J. A. was passed. A jury notice in this case was held irregular, and struck out with costs.

A "purely money demand" under sect. 4 of the O. J. A. defined.

Clement, for the motion.
H. J. Scott, contra.

Mr. Dalton, Q.C.] [Nov. 7.

TURNER V. KYLE.

Seduction—Examination.

In an action for seduction, an application under Rule 224, O.J.A., for the examination of the plaintiff's daughter as a person for whose immediate benefit the suit was brought, was refused, but an order was granted under Rule 285, as it was necessary that the defendant should be informed before the trial, of the case he would have to meet.

Fenton, for the motion.
A. McDougall, contra.

Boyd, C.] [Oct. 10.

VERMILYEA V. GUTHRIE.

Transfer—Jury—Trial.

Held, (1) that where an action is brought in the Chancery Division, and it is a proper case for that Division, the plaintiff will not be allowed to transfer it to another division, either on the ground that he wishes it tried by a jury, or that a transfer would expedite the trial.

(2) That an action for the infringement of a patent should not ordinarily be tried by a jury.

Clement, for plaintiff.
Hoyles, for defendant.

Mr. Dalton, Q.C.] [Oct. 12.

CLARKE V. MCEWAN.

Statement of claim—Filing and delivery of—Time.

A statement of claim was filed and delivered more than three months after appearance entered.

Held, that the action could not be dismissed as the statement of claim had been filed before notice of motion to dismiss was served, and on

the facts of the case leave was given to deliver the statement of claim.

Holman, for the motion.

Symons, contra.

Mr. Dalton, Q.C.] [Oct. 13.

CANADA PERMANENT LOAN AND SAVINGS CO. v. FOLEY.

Action for recovery af land—Place of issue of writ.

Held, that a writ for the recovery of land may be issued from the proper office for any county without reference to the locality of the lands, but that the trial must take place in the county where the land lies.

C. Y. Leonard for the plaintiffs.

H. J. Scott for the defendants.

Boyd, C.] [Oct. 17.

FISKEN v. CHAMBERLAIN ET AL.

Examination before appearance.

An action by a creditor of the defendant Chamberlain to have a conveyance of land which the defendant agreed to purchase, conveyed to the plaintiff in satisfaction of a debt due from defendant to plaintiff, and for an injunction to restrain the owner of the land (defendant Somerville), from conveying the land to Chamberlain or any other person.

The plaintiff, before the defendant Somerville had appeared, obtained an order *ex parte* under Rule 285, O. J. A., for his examination, alleging that he wished to ascertain the name of the person to whom Somerville had conveyed the land in question, in order to prevent alienation to an innocent purchaser.

Caswell now moved to rescind the order for the examination of the defendant Somerville.

W. Read, for plaintiff, contra.

The MASTER IN CHAMBERS dismissed the application.

The defendant appealed on the ground that an order for examination for discovery cannot be made till after defence is filed, and that Rule 285, O. J. A., does not apply to examinations for use at trial.

BOYD, C., dismissed the appeal with costs.

Proudfoot, J.] [Oct. —.

JOHNSTON v. JOHNSTON.

Redemption — Dismissal of bill — Reinstating same — Purchaser from defendant — How affected.

A sum of money was directed to be paid by the plaintiff to the defendant, upon which the latter was to convey to the former the lands in question. By mistake the money was paid into Court in a wrong cause. The defendant as upon a default got the bill dismissed. The money was transferred to the proper cause as soon as the mistake was discovered. The defendant, after the Bill was dismissed, sold the land to a purchaser. Subsequently the Master in Chambers set aside the order, dismissing the bill, on the ground that the defendant and his solicitors were aware of the mistake in payment of the money. The purchaser applied to set aside the Master's order, reinstating the bill.

Held, that the order was right.

Shepley, for the motion.

Patterson, J. A.] [Oct. 19.

THURLOW v. BECK.

Trial by jury in Chancery Division.

Held, that in an action which previous to the O. J. A. could have been brought in the Court of Chancery only, a defendant has no right as of course to a trial by jury, and that under the R. S. O. cap. 40, sec. 99, the Court of Chancery, upon notice and for good cause, might direct a trial by jury; this power could be exercised only by a judge, and not by the Master in Chambers.

McClive, for motion.

R. Martin, Q.C., and *R. Martin* (Cayuga), contra.

Mr. Dalton, Q.C.] [Oct. 25.

BLAIN v. BLAIN.

Irregularity—Motion against—Setting out grounds.

Held, that upon a motion to set aside a proceeding for irregularity, the notice of motion need not specify the irregularity complained of, if it sufficiently appears from the affidavits and papers filed in support of the motion.

H. Cassels, for the motion.

Hodgins, Q.C., contra.

CORRESPONDENCE.

Contracts by Married Women.

To the Editor of the LAW JOURNAL.

SIR,—*Lex*, in writing from Pembroke, in the last issue of your journal, asks: "Can a married woman, living with her husband, and not carrying on any separate business from her husband, but having separate estate, and married since the 4th May, 1859, contract with reference to her separate estate?" The Courts have held that she most decidedly can, (see *Lawson* v. *Laidlaw*, 3 App., and cases there cited.) There is no doubt that under R.S.O. cap. 125, and the case law touching married women, that a married woman can contract as to all her separate estate, real and personal, and having contracted, all the separate property of which she is possessed is liable, subject, however, to this limitation, that only such property as she had at the time she contracted is bound by the contract. It is held in *Lawson* v. *Laidlaw*, that personal property enjoyed by a married woman, under the statutes of 1858 and 1872, is her separate property at law to the same extent, and with the same incidents, as property settled to her separate use was and is in equity, and therefore, on the principles of equity, whenever a married woman contracts a debt, (be it private, relating to separate business, or no matter what it relates to, as long as it is a debt for which, if made by a man, he would be liable), she is deemed to have contracted it with reference to her separate property, and intending that it shall be paid out of that property. This presumption is of course rebuttable. *Lex's* difficulty is the disability of a married woman to contract at law. The disability of coverture is a creature of society, of custom, that is of the common law. As such it can be encroached upon either by the legislature or by the judges, under their discretionary powers, which they had and exercised in the equity courts. This common law disability of coverture, and of a married woman having no separate existence apart from her husband was first infringed upon by the equity Judges holding that as to certain property she had an existence, and that as to such property she had a legal and individual capacity separate from her husband of assenting to a disposal of it by contract or otherwise. In short, as to the whole equitable doctrine of a wife's separate estate, all the English statutes, and our own statutes referring to married women and their estate, have as of necessity begun with giving a married woman a legal separate existence, and of considering her as without the coercion and dominion of her husband in so far as is necessary for the full working of the law of the property of married women. *Lex's* opinion on this point is, I submit, untenable.

Yours, LAW STUDENT.

Hamilton, Nov. 6, 1882.

[One of the most recent decisions in reference to this matter is *Pike v. Fitzgibbon*, L. R. 17 Ch. D. 455, in which the Court of Appeal held that the general engagements of a married woman can be enforced only against so much of the separate estate to which she became entitled, free from any restraint on anticipation, at the time when the engagements were entered into, as might remain at the time when judgment was given, and not against separate estate to which she became entitled after the time of the engagements, nor against separate estate to which she was entitled at the time of the engagements subject to a restraint on anticipation.—EDS. C. L. J.]

BOOK REVIEW.

COPYRIGHT IN BOOKS, an inquiry into its origin, and an account of the present state of the law in Canada. By S. E. Dawson. Montreal: Dawson Bros., Publishers, 1882.

This dissertation is in the form of a lecture, and was delivered before the Law School of Bishop's College, Sherbrooke, P.Q. We began at the end and found this passage:—"And now Mr. Chairman and Gentlemen, I hope I have not wearied you. I hope I have not left your minds in the same condition as that of a celebrated Minister of State in England who had listened for an hour to a deputation about Copyright. 'Gentlemen,' said he, 'before you commenced I thought I knew a little about Copyright; now I know I never did know anything about it; and what is more, I never shall.'" Then we dived into the middle, and finally read it through, and are prepared to say that we at least were not wearied by the perusal, but very much instructed and interested. Not only does Mr. Dawson appear to have a knowledge of the subject in its many intricate ramifications, but he gives out his knowledge in a manner calculated

to impress it forcibly on the minds of his readers. We cannot do better than spare a little space for a reproduction of some passages, as sample bricks of an excellent building. The lecturer commences with a luminous historical review of the origin of copyright, and devotes several pages to the controversy as to whether it exists by Common law, or is only a creation of the Statute Law. In speaking of literary productions as property, he says :—

"The law has always made a distinction between literary property and other property, and in spite of all that has been written this distinction is both necessary and just. It is in itself right and proper to reward literary labour; and it is, moreover, to the interest of society generally, that authors should be encouraged to write, precisely as inventors are stimulated by the Patent Laws; but an author does not create a new thing by his own labour. Much of his work is of necessity borrowed. Chaucer took his 'Canterbury Tales,' some from Gower, and generally from Boccaccio, Petrarch, and the Italian story tellers. None of Shakespeare's plots are original, and of Milton's 'Lycidas,' not only the framework, but whole lines are adapted from Theocritus. If this be the case with the great writers, how much more do the smaller ones enter in upon the labours of their predecessors? The number of original works is very small; and if the conditions demanded by the title of *occupancy* were strictly enforced, there are very few works in the world which would comply with its requirements. If copyright and patent right were perpetual, the whole intellectual and physical world would be parcelled out by inheritance into small holdings, interlaced so that the courts and judges would be occupied for ever in interminable discussions upon tangible things. The claims put forward by the writers on this subject will not bear investigation. They are for the most part special pleaders, and they go too far afield for their illustrations. Thus Mr. Drone is arguing for the perpetuity of literary property, as the result of labour, and he adduces an incident in the Book of Genesis, where Abraham digged a well; and he says that Isaac one hundred years later successfully vindicated his claim to it because his father dug it. This excursus into Philistine law is characteristic of much of the writing upon this subject. It is law run mad. Upon the laws of the Hittites, Hivites, Perizzites, or Jebusites, 4,000 years ago, Mr. Drone is no better an authority than Mr. Morgan on Roman Law. If there be one thing clearer than another in the whole Book of Genesis, it is that the only real estate which Abraham possessed in Palestine was the field he bought of Ephron the Hittite. . . . The fact simply is that literary property is a recent creation, first of prerogative, then of statute —reasonable, just, and right—and that, in creating it, the law has put such limitations upon it as are necessary for the general good. We have seen that the first privilege on record, which was granted by Henry VIII., was for 7 years; the Act of Queen Anne was for 14 years; the Act of George III. was for 28 years; the Act of Victoria was for 42 years; the proposed new Act is for 50 years. The time is continually extending, and the copyright holders are still dissatisfied, and clamour for a perpetuity of monopoly. Few copyrights, as a matter of fact, are held by authors. They are held by capitalists, the large publishing houses, who would like them to go down from generation to generation. Jacob Tonson set up his carriage out of Milton's 'Paradise Lost,' for which Mrs. Milton got eight pounds. I am not arguing against literary property, nor against the just right of an author to his reward. Those who enjoy the fruit of his labour should pay for the privilege; but I am arguing against the demand to enclose in perpetuity the common ground of intellectual life; against the demand to vest in the descendants of authors, or of capitalists who have bought up author's rights, a property which *they*, at least, did not create; a property, moreover, intangible, difficult to define and keep separate, and which in a few generations would become hopelessly intermingled. Then, also, many great works might be suppressed as opinion changed from age to age, and a Puritan heir might suppress the works of Shakespeare, or a Jacobite lock up or expurgate the works of Milton. So far was the Parliament of Queen Anne from supposing that literary property was of so sacred a nature, that they inserted in their Act a clause by which anyone or a number of high officials could reduce the prices of books which might be thought unreasonably high; and this was in the very first Copyright Act ever passed by any nation. . . . The only persons who would be benefited by perpetuity of literary property would be the great publishing houses and corporations, and the dominion of capital would be extended into the intellectual world by a species of literary syndicates."

In speaking of the present state of the law in Canada, Mr. Dawson gives a sketch of our Act of 1875, which begins as follows :—

"I come now to the Canadian Act of 1875. Those who had to do with the framing of that Act were perfectly familiar with the state of the English and American law. They could not touch the Imperial Act, so they ignored it. They were careful not to allude to it in any way while avoiding collision with it. So jealous are the English publishers of any Colonial copyright legislation that the Act was reserved by Lord Dufferin under special instructions. On its arrival in London, the customary storm of misrepresentation and abuse broke out in the *Times* and other London newspapers. The Publishers Association sat upon it, and various legal luminaries were called in. But finding that the Act was strictly a local Act, within the powers of our

Parliament, the Queen was advised to assent to it, and the following year it became law.

The first principle underlying the Canadian Act is that of reciprocity. It concedes to other nations the same privileges which other nations concede to Canadians. The United States demand that all who avail themselves of their law shall be citizens or residents, and they refuse international copyright to other nations. The Canadian Act, in describing the status of those who come under it, specifies:—'All persons *domiciled* in any part of the dominions of Great Britain, or who are citizens of any country which has an International Copyright Treaty with Great Britain,' and only those who shall share in the benefits of the Act. Mark Twain did not fall under either of these categories, and the Canadian authorities were quite right in refusing his copyright. If the papers had been issued they would have been perfectly worthless at law. Those who advised the Government in drawing up the Canadian Act, knew that the word *resident* was interpreted by the United States courts in the narrowest sense—to signify a person residing in a country *animo manendi;* and they knew also that the English courts held the word in its widest possible meaning to signify the mere momentary presence of the author at the moment of publication. They crossed the word *resident* out of the draft bill and inserted the word *domiciled*, for the purpose of making the law in Canada precisely correspond to the law in the United States. In making his first application, Mr. Clemens acted under the advice of a distinguished Boston lawyer, who was not aware of the distinctness and precision of the word 'domicile' in the Civil Law. He was misled by a false induction from our Patent Act, and by a false induction from the case of *Low* v. *Routledge*, which had no reference to our statute. He was misled, as all lawyers will be misled who (even if they live in Boston) presume to advise upon the laws of foreign countries. Mr. Clemens, however, could fall back upon the Imperial Act, by virtue of which he now holds his book. We are then face to face with a startling anomaly—the Copyright which our Parliament refuses, the English Parliament grants, and the book which cannot be printed in Canada without the author's consent, can be imported from abroad.* In many respects Mr. Clemens is entitled to sympathy; for the Toronto people were very aggressive, even advertising in the United States papers to supply their cheap editions by post on receipt of the twenty or thirty cents of price. But then the Americans have the remedy in their own hands. The moment an International Treaty is made they will come under our Statute by its very terms. They cannot hoodwink the Canadians as they do the English people, and I am sure they will never get from the Canadian Parliament anything but reciprocal rights. . . . It might be asked, where is the need of a Canadian Act if the Imperial Act is in force in Canada? It is needed because the English Act is drawn solely in the interests of British publishers. If a Canadian author publish his book first in Canada he loses Imperial copyright. Consequently our Act was passed to confer local copyright, conditioned on local publication; and, moreover, it is only under our local law that importation can be prevented. Consequently, if a Canadian author takes the option of publishing under the English Act alone, his book may be set up say at Rouse's Point, and imported on payment of a duty of 12½ per cent. additional to the regular 15 per cent. on all books."

* This has, in fact, been since done. Debarred by the Act of 1842 from printing this book in Canada, the work was printed out of the country, and the sheets worked off there, were then imported into Canada on payment of the 12½ per cent. duty previously referred to.

Chapters on the Law Relating to the Colonies, with a topical index of the cases, decided in the Privy Council on appeal from the colonies. By James Tarring, of the Inner Temple, barrister-at-law. London: Stevens & Haynes, Bell Yard, Temple Bar, 1882.

One might have thought that the elaborate works of Mr. Alpheus Todd had given all necessary information on questions of colonial law and the relations of the colonies to the parent state, but though much that is said in the book before us has been better and more fully set out by Mr. Todd, there are several matters of much practical interest to lawyers to be found in it. We refer especially to the collection of cases which are referred to firstly in the chapters which compose the body of the work and again in the Topical Index which is a compendious guide to the volumes of the Privy Council reports so far as they are concerned with the various dependencies of the British crown. Additional elements of usefulness are a chapter containing the Imperial Statutes relating to the colonies, table of cases, topics of English law dealt with in these cases, etc.

FLOTSAM AND JETSAM.

The following is a verbatim extract from a report of a wife-beating case in one of the London police courts the other day:—John Smith, witness for prosecution, is under examination, "Now, what do you know of the matter, Mr. Smith?" "I know everything. I seed Brown beat his wife." "How did he beat her?" was the text of the question put by the magistrate. "How did he beat her?" exclaimed the witness with a look of scorn, "How would you beat your wife?" This to the worthy magistrate, who desired the witness to answer the question. "Well," at length said the witness. "Brown uses his boots, as I never do. I only uses my fists. I have often told him those here boots would get him into trouble." The worthy Smith was immediately turned out of the court by order of the magistrate.

Law Society of Upper Canada.

OSGOODE HALL.

TRINITY TERM, 1882.

During this term the following gentlemen were called to the Bar, namely :—

Messrs. John Donald Cameron and Charles Walker Oliver, with honors; and Messrs. John Campbel, Ferrie Bown, Charles Joseph Leonard, Ernest Edward Kittson, Victor Alexander Robertson, Loftus Edwin Dancy, J. Hamilton Ingersoll, Henry Walter Hall, Robert Abercrombie Pringle, John Calvin Alguire, Frederick, Augustus Knapp, John A. Robinson and James Martin Ashton.

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

Graduates—Spencer Love Francis Robert Latchford, John Alfred McAndrew, Henry Walter Mickle, Alfred Mitchell Lafferty, Charles True Glass, Arthur Eugene O'Meara, Angus McMurchy, Edward George Graham, Robert Hall Pringle, Smith Curtis, Willoughby Staples Brewster, John Frederick Grierson, Edward Kirwan C. Martin John Shilton, Christopher Robinson Boulton, Fenwick Williams Creelman, William Hume Blake, Francis Wolferstan Goodhue Thomas, William Morris, Alexander Clive Morris, David Fasken, James Baird, Frederick C. Wade, Geo. Sandfield Macdonald, George Goldwin Smith Lindsay, Alfred Herman Gross.

Matriculants—Joseph Stockwell Walker, George Ira Cochrane, D'Arcy DeLessart Grierson, Edward James Barrow Duncan, Francis Hall, John Franklin Wills, Henry Parker Thomas, William Francis Johnston, Thomas Atkins Wardell, William Howard Hearst, Norman McDonald, W. J. Millican, John McKay, Robert C. LeVisconte.

Juniors—Herbert Alfred Percival, John Healy Reeves, James S. Chalk, John Henry Alfred Beattie, Wesley Byron Lawson, Henry Newbolt Roberts, Frank Foley Lemieux, James Percy Moore, James Herbert Sinclair, George Herbert Dawson, Neil McCrimmon, John Young Murdoch, Gordon Joseph Leggatt, George Henry Hutchison, George Luther Lennox, Richard Alexander Bayley, Edward Albert Crease, Joseph H. Jack, John Williams Bennett, Malcolm McLean, William George Burns.

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.

From 1882 to 1885.
- 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 year.

Students-at-Law.

CLASSICS.

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.

ENGLISH.

A paper on English Grammar.

Composition.

Critical Analysis of a selected Poem :—

1882—The Deserted Village.
The Task, B. III.

1883—Marmion, with special reference to Cantos V. and VI.
1884—Elegy in a Conntry Churchyard.
The Traveller.
1885—Lady of the Lake, with special reference to Canto V. The Task, B. V.

HISTORY AND GEOGRAPHY.

English History, from William III. to George III. inclusive. Roman History, from the commencement of the Second Punic War to the Death of Augustus. Greek History, from the Persian to the Peloponnesian Wars, both inclusive. Ancient Geography—Greece, Italy, and Asia Minor. Modern Geography—North America and Europe.

Optional subjects instead of Greek:—

FRENCH.

A Paper on Grammar.
Translation from English into French Prose.

1883 / 1885 { Emile de Bonnechose, Lazare Hoche. | 1882 / 1884 { Souvestre, Un philosophe sous les toits.

OR, NATURAL PHILOSOPHY.

Books—Arnott's Elements of Physics, 7th edition and Somerville's Physical Geography.

A student of any University in this Province who shall present a certificate of having passed within four years of his application an examination in the subjects above prescribed, shall be entitled to admission as a student-at-law or articled clerk (as the case may be) upon giving the prescribed notice, and paying the prescribed fee.

From and after January 1st, 1882, the following books and subjects will be examined on :

FIRST INTERMEDIATE.

William's Real Property; Smith's Manual of Common Law ; Smith's Manual of Equity ; Anson on Contracts ; the Act respecting the Court of Chancery; the Canadian Statutes relating to Bills of Exchange and Promissory Notes ; and Cap. 117, Revised Statutes of Ontario and Amending Acts.

SECOND INTERMEDIATE.

Leith's Blackstone, 2nd edition ; Greenwood on Conveyancing, chaps. on Agreements, Sales, Purchases, Leases, Mortgages, Wills ; Snell's Equity ; Broom's Common Law; Williams' Personal Property; O'Sullivan's Manual of Government in Canada ; the Ontario Judicature Act, Revised Statutes of Ontario, chaps. 95, 107, 136.

FOR CERTIFICATES OF FITNESS.

Taylor on Titles ; Taylor's Equity Jurisprudence ; Hawkin's on Wills ; Smith's Mercantile Law ; Benjamin on Sales ; Smith on Contracts ; the Statute Law and Pleading and Practice of the Courts.

FOR CALL.

Blackstone, vol. 1, containing the Introduction and Rights of Persons ; Pollock on Contracts; Story's Equity Jurisprudence ; Theobald on Wills ; Harris's Principles of Criminal Law ; Broom's Common Law, Books III. and IV.; Dart on Vendors and Purchasers; Best on Evidence ; Byles on Bills ; the Statute Law and Pleadings and Practice of the Courts.

Candidates for the Final Examinations are subject to re-examination on the subjects of the Intermediate Examinations. All other requisites for obtaining Certificates of Fitness and for Call are continued.

The Law Society Terms begin as follows :—

Hilary Term, first Monday in February.
Easter Term, third Monday in May.
Trinity Term, first Monday after 21st August.
Michælmas Term, third Monday in November.

The Primary Examinations for Students-at-law and Articled Clerks will begin on the second Tuesday before Hilary, Easter, Trinity and Michælmas Terms.

Graduates and Matriculants of Universities will present their Diplomas or Certificates at 11 a.m. on the second Thursday before these Terms.

The First Intermediate and Solicitor Examinations will begin on the Tuesday before Term at 9 a.m.

The Second Intermediate and the Barristers Examinations will begin on the Thursday before Term at 9 a.m.

The First Intermediate Examination must be passed in the Third Year, and the Second Intermediate Examination in the Second Year before the Final Examination, and one year must elapse between each Examination, and between the Second Intermediate and the Final, except under special circumstances.

Service under articles is effectual only after the Primary Examination has been passed.

Articles and assignments must be filed within three months from date of execution, otherwise term of service will date from date of filing.

Full term of five years, or, in case of Graduates, of three years, under articles must be served before Certificate of Fitness can be granted.

Candidates for Call to the Bar must give notice signed by a Bencher during the preceding term, and deposit fees and papers fourteen days before term.

Candidates for Certificate of Fitness are required to deposit fees and papers on or before the third Saturday before term.

FEES.

Notice Fees	$ 1 00
Student's Admission Fee	50 00
Articled Clerk's Fee	40 00
Solicitor's Examination Fee	60 00
Barrister's " "	100 00
Intermediate Fee	1 00
Fee in Special Cases additional to the above	200 00
Fee for Petitions	2 00
" Diplomas	2 00
" Certificate of Admission	1 00