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The Barrister.

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The Barrister.

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EDITORIAL.

WE are being asked on all sides what is the Law Society doing for the profession. We would reply that it is seeing that each and every lawyer in this Province pays seventeen dollars a year for the privilege of making a living or starving as the case may be. That it exacts unswerving professional integrity and honorable conduct from every member of the profession. That for fear the profession should be corrupted by high living it is rushing young men through in shoals so as to keep the average income down to $500 a year or a $1.50 a day. A great many members of the profession are grumbling that the bricklayers' union and the stonemasons' union look after their guild much better than the benchers do after the law profession in that the average incomes of bricklayers and stonemasons are $3.50 a day, or more than twice that of lawyers—but of course the benchers who are making a study of this question know what is best for the profession, and they have undoubtedly arrived at the conclusion that luxuries are bad for the average solicitor and if it is necessary to let five hundred a year through to attain this object it must be done. Again it is necessary for the dignity of the profession to have a very strong bar, that is to have a few counsel drawing princely salaries and the more lawyers there are the more briefs there will be for leading counsel.

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WE were much surprised the other day in listening to a leading Q.C. repeating himself no less than eleven times in an argument of two hours and a half, which should easily have been compressed into forty minutes. It is a great pity that counsel do not take more pains to be alike logical and terse. No wonder that the judges are often irritable.

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IT is seriously being considered whether the following should not be deemed a maxim of law: The liar, the d—n liar and the expert witness. There is no doubt whenever expert evidence is called the average layman's nerves are considerably shaken up and he is forced to the conclusion that to succeed with this kind of evidence quantity and not quality is the necessary requisite.

UPON the question of the public crowding court rooms in murder and other sensational cases there is undoubtedly room for controversy. It is to be noted that in those cases, the very hearing of which tends to pollute public morals, the greatest crowds congregate, to the manifest discomfiture of judge, jury, witnesses and counsel. It is a question whether the judge should not exercise his undoubted right to stop this mad rush to hear evidence that cannot be edifying, to say the least, to the general public.

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ACCORDING to "The Counsellor," the law students of the University of Pennsylvania have formed what they call a Law Dispensary. The purpose of this society is to give its members practice in the preparation of actual cases. In order to get these cases the society took a charitable turn. The manual of the club states that "the dispensary is open to all persons who having been wronged and desiring redress by legal means are unable, through poverty, to retain a lawyer in the usual way. Persons coming within this description bring their cases before the society, and if, after hearing the statement of the case, it is considered meritorious a committee is appointed to take charge of the case." It is said that the members of the Philadelphia bar are giving the society every encouragement and very great assistance, and "The Counsellor" expresses the opinion that other cities will follow suit and establish "law dispensaries." We believe it would be a good idea if the lawyers and law students of the city of Toronto formed together and established a public "law dispensary." It would be much preferable to the system in vogue. Every lawyer at the present time practically runs a private dispensary, where not only the poor unfortunate person but every shark takes advantage of his good nature. As we have stated before fully forty per cent. of a lawyer's work is never paid for, so that there would be no loss to the lawyers if a public law dispensary were established and probably it might benefit the law students.

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THE *Western Law Times* states that there are over four hundred Q.C's. in Canada, while Great Britain with her bar of 10,000 has only 220 Queen's Counsel. The large number in Canada is accounted for by the Federal Government and the Provincial Governments all insisting on creating Q.C's.

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"LAW, as a profession," said a prominent member of the bar, "has few attractions for a young man to-day. There are now 7,000 members of the bar in the city, and it's a wonder to me how they all make a living. The fact of the matter is, they don't. Unless a young man has a powerful influence which will give him good position in some firm, or bring him clients, he can hardly earn his salt for the first five years. There is no chance whatever for a young man who cannot get money from home or has no influence. It takes a smart man, even when he has a great many

friends, to get a practice of $2,000 a year by the time he is 30. If he hasn't friends, he will be lucky if he makes $500 a year at that age. If the young lawyer becomes associated with a big firm, he will be hired as a copyist, the most insignificant form of a clerk on the most meagre of salaries —and, unless he looks out, he will find himself fastened there for life.

"Men who have built up large practices usually have sons of their own who will step into their shoes. Consequently they will not help other young men, except they are the sons of very wealthy clients. For the poor young man without friends there is absolutely no show to build up a practice of his own, unless he is a man of extraordinary powers.

"What is true of law is also true of medicine, to a great measure, I believe, the average income of all the men admitted to practice being $150 a year."—*New York Press.*

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A BILL was lately introduced into the Wisconsin Legislature forbidding anyone to call himself an attorney, or to hang out a lawyer's sign before being admitted to the bar. One of the legislatures offered an amendment to make the first section of the bill read as follows:

"No person shall in any case assume the title of lawyer, attorney-at-law, or attorney and counselor-at-law who is not a member in good standing of some church organization, who is not a married person and has a legal certificate of such marriage, and who is not a member of an agricultural society in the locality in which he resides. Any person violating any of the provisions of this act shall be punished by confinement in the Northern Hospital for the insane for not less than six months."

The amendment killed the bill.

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IT is a debatable question whether the law student of to-day is as well equipped, with all his apparent advantages, to enter on the struggle of professional life at the end of his student days as his predecessor of fifteen or twenty years ago. There is no doubt that typewriters have largely usurped the place of students in law offices to-day—this combined with the necessity of students attending the law school, have practically left the entire training and equipment of the student in the hands of the law school. The question then arises whether the law school is capable of giving that practical training that is necessary for the law student to be able to enter on the active practice of law. Now the only practical training the law school gives is the mock courts, and it is a question whether this sham affair, which is only a step from the sublime to the ridiculous, can take the place of a law office where the student watches a bona fide action from the time it enters the office until it is decided at the trial, and where he takes part in all the proceedings to a certain extent at least.

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IT appears that litigation is largely on the decrease. In England only

one person in 11,000 now goes to law, as against one in every 3,000 in 1823. And in Canada the falling off in litigation is almost as great, and yet hundreds are rushing into a profession that every year is finding less work to do. The old adage "that fools rush in where angels fear to tread," would seem to hold good

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THE doctrine of reasonable doubt—"It was a great day in court; a whole community was aroused with indignation against a man on trial for an outrageous murder. The town was feverish with suppressed excitement whose violent demonstration was restrained by the knowledge of the fact that an honest man, loyal to the law and truth, advocated the defence. The testimony, purely circumstantial, was given by the witnesses; the prosecuting officer addressed the jury, and then arose the counsel for the prisoner. He was Abraham Lincoln; looking with his earnest honest gaze into the eyes of the twelve jurors, while the populace listened with anxious respect, he said: 'For days and nights my mind has suffered a constant worriment and trouble. I have thought and thought of this terrible case; of the brutality of the murder which we are investigating; of the deserving of the murderer, under the law of God and the law of man, to receive the severest penalty, the punishment of death. And, my friends, I have formed an opinion which in all candour and honesty I now express to you. It is my opinion that the man who sits in your presence, my client, is a guilty man.' The crowding citizens made an appreciative demonstration. 'But,' said Lincoln, '*I am not sure of it.*' Thus was invoked by the honest advocate, whose manhood vitalized his utterance, the beautiful humanity of that grand principle of the law—the doctrine of the reasonable doubt; and the twelve men set the prisoner free." This is a quotation from the Hon. Luther Laflin Mill's oration before the Chicago Law Students' Association. We would strongly recommend all lawyers and public speakers to study the speeches of Lincoln—he was a great orator, one of the foremost that ever lived. True oratory is always simple, clear and terse. Lord Chief Justice Russell in a speech before the Hardwicke Society said: "The world is full of men who have nothing particular to say and can say it with grace, and with what sometimes passes for eloquence, but there is no one in the world who, having anything worth saying, has ever been found to be unable to clothe that which is worth saying, in intelligent and vigorous language.

"Webster, the greatest forensic figure of the country, which Mr. Bayard, our distinguished friend and guest of to-night, represents, said that 'true eloquence consists in vigor of thought, and in earnestness of conviction,' and I should be sorry if the members whom I address, who are young, should make a facility of language, often properly described as glibness of language, the great end to be achieved. Men, if they watch well, find that in listening to the speeches of others, they are more impressed

when they see the mind of a man working along the line of the language which he is traveling, rather than when they see him washed away by the flood of his own verbal rhetoric. I would therefore commend this idea as worthy of great consideration."

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HOW THE JURYMAN'S OATH WAS ENFORCED.

An inquest was held at Queenborough on the 2nd of April, 1375, for settling certain doubtful points in Maritime Law according to ancient usage by the oaths of seventeen mariners from the Cinque Ports. To the oath of a juryman of the Court of Admiralty is added in the contemporary report the following "Note":—

"If a man be indicted, for that he has discovered, the King's Counsel and that of his companions in a jury, he shall be taken by the sheriff, or by the Admiral of the Court, or by other officers, to whom it belongs, and brought before the Admiral or his lieutenant, and afterwards arraigned upon the same indictment, and if he be convicted thereof by twelve, he shall be taken to the next open port, and there his fault and offence shall be openly proclaimed and shewn in the presence of all there, and afterwards his throat shall be cut and his tongue drawn out by his throat and cut off from his head, if he make not ransom by fine to the King according to the discretion of the Admiral or his lieutenant. And this is the judgment in this case."

RECENT ENGLISH CASES.

THE principle of Perry Herrick *v.* Attwood, 2 De G. and J. 21, was approved by the House of Lords in Brocklesby *v.* Temperance Permanent Building Society, 11 R. 1 (May). The owner of title deeds placed them in the hands of an agent with authority to raise money on them to a limited amount. The agent deposited them with a *bona fide* lender, who had no knowledge of the limit imposed by the principal, for an amount far in excess of that which he had authority to borrow. Held that the principal cannot redeem the deeds except by payment of the full amount which the agent in fact raised upon them.

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IN Saunders *v.* Vautier, 10 L. J., Ch. 354, it was recognized as a principle that persons who attain the age of twenty-one have the right to enter upon the absolute use and enjoyment of property given to them by a will, notwithstanding any directions by the testator to the effect that they are not to enjoy it until a later age, unless during the interval the property is given for the benefit of another. The foundation of the principle seems to be the consideration that once a gift vests the enjoyment of it must be immediate on the beneficiary becoming *sui juris* and could not be postponed until a later date unless the testator had made some other destination of the income during the intervening period.

In Wharton *v.* Masterman, 11 R. 11, (May), the rule was extended to charities. In this case the testator after bequeathing certain legacies, left his residuary personal estate upon trust to pay certain annuities

out of the yearly income, and directed that the surplus income of any year was to be given to charities named in his will. Such surplus income was, however, to be accumulated until the death of the last of the annuitants, when the capital of the residuary estate, together with the accumulated income was to be divided equally among the charities. There was no provision for making good any deficiencies in the annuities that might occur in any year out of the accumulations of income of previous years. The House of Lords considered the trust for accumulation to be inoperative and that the charities were entitled to the surplus yearly income as it arose.

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THE Privy Council point out in Atlantic and North West Ry. Co. *v.* Wood, 11 R., 26 (May), the principle of review by a superior Court in cases of appeals from arbitrations under the Railway Act, 1888, s. 161. The Court should not entirely supercede the arbitrators and themselves make the award, but they should examine into the award on its merits, on the facts as well as on the law, reviewing the judgment of the arbitrators as they would that of a subordinate court, in a case of original jurisdiction where review is provided for.

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A QUESTION of construction of a will was dealt with by the Privy Council on appeal from the Supreme Court of New South Wales in Trew *v.* Perpetual Trustee Co., 11 R., 41, (May). The testator left £20,000 upon trust to pay the income to his widow during her life with a provision that if she should marry again she should only receive the income of £10,000, the income of the remaining £10,000 going to his children. He bequeathed all his residuary estate "upon the trusts hereinbefore declared with reference to the sum of £20,000." The widow married again: held, that the widow took no interest in the testator's residuary estate.

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WHERE a testator made a will and two codicils, and the second codicil contained several gifts which were merely repetitions as to amount of gifts in the first codicil and only one gift of an increased amount, the Court held that the intention of the testator was to revoke the first codicil and substitute for it the second and granted probate of the will and second codicil. In determining what documents constitute the will of a testator, the Court will ascertain from the documents themselves, and if necessary by external evidence what was the intention of the testator. Chichester *et al v.* Quatrefagas *et al*, 11 R. 83 (May).

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IN "Jane Clark" *v.* "The Gipsy Queen," 11 R. 96 (May), the question of costs upon appeal was considered and it was ascertained that where, in an action of salvage the amount awarded is reduced on appeal, the general practice is to give no costs of the appeal, but this is not a hard and fast rule so as to deprive the Court of all discretion in the matter.

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THE Earl of Dunraven collected his damages for the sinking of the Valkyrie. In Duncan *v.* Clarke, 11 R. 97, the points involved were decided. The owners of the yachts entered for the race undertook to obey and be bound by certain special rules while sailing under the entry. One of the special rules provided that any yacht disobeying or infringing any of them should be liable for all damages arising therefrom. In consequence of a breach of the rules committed by one of the yachts a collision occurred, which resulted in the sinking of the Valkyrie. Held that the owners had entered into a contract by which each promised the others that he would be liable for all damages consequent upon any breach of the rules committed by him; that the expression "all damages" was to be interpreted according to the ordinary meaning of the words; that the effect of the rule was that the owners had contracted themselves out of the Merchant Shipping Act Amendment Act, 1862; that the liability of the owner of the offending yacht was not limited to £8 a ton, as provided by that statute.

In Hine *v.* Steamship Insurance Syndicate, 11 R. 107 (May), it is again laid down that an agent who is authorized to receive payments on behalf of his principal must receive cash or a cheque drawn upon a banker and immediately paid, which will then be counted for cash. Payment by a bill of exchange drawn by the agent, and accepted by the debtor of the principal payable at 3 months date, is outside the agent's authority, and was not a payment to the principal, even though the bill is immediately discounted and is honored at maturity.

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The defendant in an action had agreed in consideration of an indemnity against costs, to allow a third party to defend the action in his name, and had in pursuance of that agreement given to the third party's solicitor a retainer to act in the defence of the "action and any appeals therefrom." It was held that, the indemnity appearing to be undoubtedly sufficient, the nominal defendant had no right to withdraw the retainer so as to prevent or otherwise interfere with an appeal in his name to the House of Lords. An injunction was granted to restrain him from so doing. *Qu.*, would the result have been the same if the sufficiency of the indemnity had been doubtful. Montforts *v.* Marsden, 12 R. 113 (May).

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The cases as to issuing shares of capital stock of a limited company at a discount are again discussed and applied in *in re* Railway Time Table Publishing Co., *ex parte* Welton, 12 R 119 (May). It was held that in a winding up, although all debts were paid, holders of shares issued at a discount are liable, for the purpose of adjusting the right of members of the company in the surplus assets, to pay up in full the amount of their shares. And this although the company's articles of association contained a power to issue at a discount, and a resolution of the directors had been passed pursuant to the power. Thus the resolution was void not merely against creditors but as between contributories *inter se*. Leading cases are *in re* Weymouth and Channel Island Steam Packet Co. [1891] 1 Ch. 66; *in re* Almada & Tirito Co., 38 Ch. 3, 415; Ooregum Gold Mining Co., of India *v.* Roper [1892] A. C., 125; Trevor *v.* Whitworth, 12 App. Cas. 409.

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Another important case on the internal management of private companies is *in re* Newman & Co. 12 R. 148 (May). Where a director has entered into a contract for a purchase and agrees to resell the thing purchased to the company at a higher price, he cannot keep for his own benefit any part of the difference. Where, therefore, the higher price was fixed by the directors with knowledge of the circumstances, because it was known that the purchasing director would necessarily incur, in the course of the investigation, considerable expense in addition to the price he had to pay, he must nevertheless account to the company (or the liquidator) for any clear profit he may have made after meeting such expense. It is also a principle clearly established that although a majority of the shareholders of a company can in general meeting give remunerations or presents to the directors out of assets properly divisible amongst the shareholders; yet they cannot make any such payments out of capital, or out of money borrowed by the company for the purposes of its business. Presents cannot be validly made by the directors to directors for services alleged to have been rendered to the company, and if made can be recovered back by the company or its liquidator, although all the directors and shareholders may have individually assented.

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A person entitled to a vested reversionary pecuniary legacy of small amount is entitled to have from the trustees of the will, at his own expense, full information as to the state of that part of the trust fund out of which the legacy is payable, or if there has been no appropriation of securities, of the whole trust fund. This right exists although less than a year may have elapsed since the testator's death. *In re* Dartnall, Sawyer *v.* Goddard. 12 R. 157 (May). In this case the zeal of the plaintiff's solicitor in commencing action hastily was rewarded by costs being disallowed as between him and his client.

In Comyns *v.* Hyde, 13 R. 172 (May), it was held that a colored plate referred to in a periodical publication registered under the Copyright Act, 1842, and issued as a supplement to such publication, but not physically attached to the same, is within the protection of the Act, although such plate has not been registered under the Fine Arts Copyright Act, 1862. Maple *v.* Junior Army & Navy Stores, 21 Ch. D. 369, applied.

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Where a testator, after having by his will specifically devised real estate, subsequently made a codicil confirming his will, but not in terms referring to his real estate, and also on the same day (but whether before or after the execution of the codicil did not appear) executed a lease of the real estate so devised giving the lessee an option to purchase the same, and such option was exercised after the testator's death; held that there was sufficient evidence of intention on the part of the testator to take the case out of the rule established by Lawes *v.* Bennett, 1 Cox, 167, and that the proceeds of sale of the real estate went to the specific devisee and did not form part of the testator's residuary estate. Guiness *v.* Smith, 2 De G. & Sm., 722, followed. *In re* Pyle, Pyle *v.* Pyle, 13 R., 186, (May).

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The Court will, upon an interlocutory application, when no substantial question remains to be tried, grant a mandatory injunction to rebuild a staircase where rooms, together with the use of the staircase, have been demised to the plaintiff, and the lessor has pulled down the staircase. Allport *v.* Security Co., 13 R., 210 (May).

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In re London Metallurgical Co., *ex parte* Parker, 13 R. (May), 226, was a case of an alleged contributory who obtained an order striking his name off the list with costs out of the assets. Held that he was entitled to be paid in full in priority to the costs of the winding up. If there are other contributories who have obtained similar orders they will all rank *pari passu*, but payment is not to be postponed because applications are pending by other contributories or by the liquidator which may result in orders for costs against the company.

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The owner of a copyright book of designs produced for advertising purposes may sell the blocks from which one or more of the designs are printed and allow the purchaser for a particular purpose to print from it without losing his copyright in the designs. Such a sale does not authorize any one else to print from the blocks and does not enable the purchaser of the blocks to authorize any one as against the vendor to print from them. One of such designs alone is a substantial part of the copyright work. *In re* Cooper, Cooper *v.* Stephens, 13 R., 240 (May).

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When a guarantee is terminable by notice by the guarantor "or his representatives," but is otherwise silent as to its continuance after the death of the guarantor, his legal personal representatives are meant, and notice of the death of the guarantor given to the obligees otherwise than by such legal personal representatives is not sufficient to determine the guarantee. *In re* Silvester, Midland Ry. Co. *v.* Silvester, 13 R., 244 (May).

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A tenant wrote to his landlord, from whom he had taken a house on lease determinable at the end of seven or fourteen years, "I have just been looking at my lease, and I see that my first seven years will be determined on 25th Dec., 1894. I have been making enquiries for some time past, and I find that I am paying too high a rent, and considerably higher than any of the adjoining houses are able to let for now. I understand that the rent is £50 too high, and I shall not be able to stop unless some reduction is made. I give you an early intimation of this, so that you may have ample time to consider what course you would like to adopt." Held that the letter constituted a good and sufficient notice to determine the lease. Bury *v.* Thompson, 14 R., 259 (May).

In Booth *v.* Arnold, 14 R., 286 (May), it is determined that a verbal imputation of dishonesty in the exercise of the office of an alderman is actionable without proof of special damages although the office is not one of profit.

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The rule is again recognized in Henderson & Co. *v.* Williams, 14 R., 335 (May), that where the owner of goods has invested an agent with authority to sell the goods, and has delivered to him the indicia of title, a purchaser who deals in good faith with such agent, and pays the purchase money before the authority is revoked, acquires a good title to the goods; and it makes no difference whether any property therein passed to the agent, or whether as between him and his principal, his authority was obtained by fraud. Kingsford *v.* Merry, 1 H. & N., 503, considered. A warehouseman who on the completion of a contract for the sale of goods in his custody, attorns to the title of the purchaser by informing him that the goods are now at his disposal, is estopped (if the purchase be *bona fide*) from afterwards setting up any defect in the vendor's title. Attenborough *v.* St. Katharines Docks Co., 3 C. P. D., 450, distinguished. When the bailee in such a case refuses to deliver the goods to the purchaser, the proper measure of damages is the market value of the goods at the date of such refusal.

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Broderip *v.* A. Salomon & Co. (Lim.) —Court of Appeal.—Lindley, L. J., Lopes, L. J., Kay, L. J.—May 7, 8, 28. — Company — Winding-up — One man Company—Debentures Issued to Founder —Sale by Founder to Company—Indemnity—Rescission. Appeal from a decision of Williams J., noted ante, p. 135. The action was brought by a debenture-holder, who, however, was paid off by the appellant, and the debentures were transferred to the latter. The appellant formed a limited company, consisting of himself and six nominees, who were all members of his family, and each held one share of £1, to take over the business previously carried on by him. A contract of sale of the business was entered into between the appellant and a trustee, and afterwards adopted by the company. The company was ordered to be wound up, the assets were insufficient to pay in full debentures held by the appellant, and there were unsecured creditors for £11,000. The official liquidator counterclaimed for rescission of the contract of sale by the appellant to the company, and on the suggestion of the learned judge added an alternative claim for indemnity of the company by the appellant against the creditors of the business. Williams, J., decided in favor of the company on the latter claim. H. B. Buckley, Q. C., and R. A. McCall, Q. C., (M. J. Muir Mackenzie with them,) for the appellant. G. Farwell, Q. C., and H. S. Theobald for the company. Cur. adv. vult. Their Lordships held that, whether by any proceeding in the nature of a sci. fa. the court could or could not set aside the incorporation of the company, in the present proceeding the certificate of the registrar must be taken as conclusive; and that being so, it was difficult to say that the business was the business of the appellant and not of the company. They thought, however, that the appellant having attempted to do something which was not legitimately within the Companies Acts—namely, to form a company of less than seven members to trade with limited liability—the company might be treated as a trustee for him with a right to indemnity. They also expressed the opinion that the company was entitled to rescind the contract. Appeal dismissed.

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Biddulph *v.* The Billiter Street Office Company (Lim.)—Chancery Division.—North, J.—May 27.—Foreclosure Action by First Mortgagee—Several Defendants —Form of Judgment. This was a motion for judgment for foreclosure, which now comes on as a short cause. The plaintiffs were mortgagees by demise of leasehold premises belonging to the defendant company. The other defendants were the holders of debentures issued by the defendant company subsequently to the plaintiff's mortgage. Lyttelton Chub, for the plaintiffs, submitted that the proper form of judgment

was given in 'Seton on Judgments,' 5th edit., vol. ii., p. 1628, simply giving the defendants or defendant redeeming liberty to apply as they or he might be advised. The defendants did not appear. North, J., preferred to adopt the form suggested by Lord Selborne in Jennings v. Jordan, 51 Law J. Rep. Chanc. 129; L. R. 6 App. Cas. 698—viz. that 'in the event of such redemption, the defendants or defendant making the same are or is to be at liberty to apply as they or he may be advised for the addition to this judgment of any further accounts and directions consequential thereon, which by reason of such redemption the court may think just; and, on such application, the defendant so applying is *not* to give the plaintiff notice thereof. But this is to be without prejudice to any question which may arise as to rights and interest of the defendants between themselves to or in the said mortgaged hereditaments.' The judgment would then proceed as in the form given in Seton.

PRACTICE POINTS REPORTED.

THE Divisional Court in Adams *et al v.* Annett 16 P. R., 356, held, that where the defendant in his notice of motion to set aside an order for his arrest and for his discharge, asked for costs, and an order was made in his favor with costs, the judge making the order had power to impose the terms that the defendant should be restrained from bringing any action. Cases examined, Lorimer v. Lule, 1 Chit., 134; Braithwaite *v.* Brown, 1 Chit., 238; Cash *v.* Wells, 1 B. & Ad., 375; Abbott *v.* Greenwood, 7 Dowl. P. C. 534; Adlam *v.* Noble, 9 Dowl. P. C., 322; Stockbridge *v.* Sussams, 6 Jur. 437; Rhodes *v.* Hull, 26 L. J. Ex. 265; Bartlett *v.* Stinton, L. R., 1. C., P. 483; Anaby *v.* Prætorius, 20 Q. B. D., 764; Hughes *v.* Justin [1894] 1 Q. B., 667; Scane *v.* Coffey, 15 P. R., 112.

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BOYD C. in Knarr v. Bricker *et al*, 16 P. R., 363, checks a loose practise of drawing up reports of local masters and referees. He says "it is a vicious practice for a Master or other judicial officer charged with a reference to inform the successful party that he is going to decide in his favor, and then instruct him to draft the report. Any *ex parte* communication between the master and any of the litigants as to his decision is to be avoided, and when the case is ripe for decision the master should give equal facilities to both sides to know the result and to be present at the drawing or settling the report. The master should himself draft the report, for which he is allowed proper fees."

THE plaintiffs in Macrae *et al v.* News Printing Company, 16 P. R., 364, served their jury notice in due time, but by inadvertence filed it too late to comply with R. S. O., Ch. 44, s. 78 (2), held by Ferguson, J., that there is power to make an order allowing it to stand as a good notice; and such an order should be made if the case is one proper to be tried by a jury. Powell v. City of London Ass. Co., 10 P. R. 520, cited.

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A SPECIAL examiner has a discretion to admit or exclude from his chambers persons who desire to be present upon an examination. Where the defendant attended for examination as a judgment debtor, but refused to answer questions unless a former partner of his, who was present to instruct counsel for the judgment creditors, was excluded, Ferguson, J., ordered the defendant to attend again at his own expense. Merchants' Bank of Canada *v.* Ketchum *et al*, 16 P. R, 366.

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THE Common Pleas Division in Thompson *et al* v. Williamson *et al*, 16 P. R., 368, discussed the form of order under 53 Vic., c. 23, for security for costs in an action against a justice of the peace. The order should not limit a time within which security is to be given nor provide for dismissal of the action in default. The order should be simply "that the plaintiff do give security for the costs of the defendant to be incurred in the action."

THE right of the sheriff to poundage where a settlement was made between the parties was considered by the Common Pleas Division in Weegan *v.* Grand Trunk R. W. Co., 16 P. R., 371. The facts were:—The sheriff made a seizure under a *fi. fa.* against the goods of the defendants, but learning that they were about to appeal, of his own motion, and for the purpose of saving expense to the parties, withdrew his officer in possession, and the appeal having been subsequently brought, the execution was superseded. The appeal was dismissed, and the judgment debt and costs were afterwards settled by arrangement between the parties. Held that the sheriff had not so withdrawn from the seizure as to disentitle him to poundage or an allowance in lieu thereof, and that notwithstanding the superseding of the execution, he was entitled, under rule 1233, to such allowance—the words "from some other cause" in that rule being wide enough to cover the case.

Brockville & Ottawa R. Co. *v.* Canada Central R. Co., 7 P. R., 372, and Morrison *v.* Taylor, 9 P. R, 390, approved and followed. The Court will not interfere with the discretion exercised by the master in fixing the amount of the allowance.

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IT was held by a Divisional Court in Jury *v.* Jury, 16 P. R., 375, that Rule 536 does not apply to cases of *ex parte* orders for arrest which are specially provided for by Rule 1051; and a County Court judge has no jurisdiction to set aside his own order for arrest. Where an order for arrest has been acted on by the sheriff, it should not be disturbed.

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Rule 483 provides that no pleading shall be delivered in the long vacation except by consent or unless directed by the Court or a judge. Rule 484 as amended by Rule 1331 provides that the time of the long vacation, or of the Christmas vacation, shall not be reckoned in the computation of the times appointed or allowed for delivering pleadings. Meredith, C. J., held in Thompson *v.* Howson, 16 P. R., 378, that a party has the right to deliver his pleading in the Christmas vacation and a notice of trial given in the Christmas vacation is regular.

*

IN the same case it was held that where a pleading is amended under an order giving leave to amend, Rule 427 does not apply; and under Rule 392, when the amendments allowed by the order have been made or the time thereby limited for making them has elapsed, the pleadings are in the same position as to their being closed as they were in when the order was made.

*

A FOREIGN corporation, having acquired the patent right to manufacture and sell a certain incandescent light in Canada, entered into an agreement with another company by which the latter were to act as the agents of the plaintiffs in Ontario and to manufacture and sell the lights at a fixed price or lease them, and the plaintiffs were to receive the net profits, guaranteeing the other company against loss. The other company carried on the business and leased the lights in their own name. A large number of these lights were in Ontario under lease to different persons. In Welsbach Incandescent Gas Light Company *v.* St. Leger, 16 P. R., 382, held that as the lights could not be made available in execution without a taking of accounts between the two companies, they were not assets of the plaintiffs in Ontario sufficient to answer a motion for security for costs. Nor could plaintiffs be regarded as residents in Ontario by reason of their doing business through the medium of the other company. See Parker *v.* Odette, 16 P. R., 69.

*

IN Hunter *v.* Grand Trunk Railway Co., 16 P. R., 385, held by Ferguson, J., that where reports by officers of a railway as to a casualty, giving rise to an action are in good faith prepared for the purpose of being communicated to the company's solicitor with the object of obtaining his advice thereon and enabling him to defend the action, they are to be regarded as privileged communications and exempt from production for inspection by the opposite party, even if they

answer the purpose of giving information to other people as well. Woolley *v.* the North London Railway Co., L. R. 4 C. P., 662, cited. Beale *v.* City of Toronto, decided 5th September, 1891, is reported in the foot note.

*

UPON an appeal from the order of a County Court judge under R.S.O., Ch. 119, with respect to a water privilege, the Court of Appeal has power, under sec. 18, to direct that the costs shall be taxed on the scale applicable to High Court, County Court or Divison Court appeals, and the judge to whom application for leave to appeal is made, under sec. 16, has no power to contest the discretion of the Court in this respect, *re* Burnham, 16 P. R., 390.

*

In re Parker, Parker *v.* Parker, 16 P. R., 392, it was held that an executrix stands in no different position as to the liability to give security for costs from a litigant suing in his own right. So an executrix, resident abroad, applying for payment out of Court of moneys to the credit of her testator was ordered to give security for the costs of an alleged assignee of the fund, who opposed the application.

*

THE Court may in a proper case stay the trial of an action pending an appeal to the Court of Appeal from an order directing a new trial, but only under special circumstances. In Arnold *v.* Toronto Ry. Co., 16 P. R., 394, held not to be a ground for stay, that in the event of the appeal being successful the costs of the new trial will be thrown away, and that one party will be in danger of losing such costs, the other not being a person of means. Also not desirable that the trial should be delayed to the possible prejudice of a party by the loss of testimony. Cases cited, Edgar *v.* Johnson, 9 Pat. Cas., 142; *in re* J. B. Palmer's application, 22 Ch. D., 88; McDonald *v.* Murray, 9 P. R., 464.

*

THE plaintiffs appealed to the Court of Appeal from a judgment of the High Court dismissing their action with costs and gave the security for the costs of the appeal required by sec. 71 of the Judicature Act, by paying $400 into court, and also gave the security required by Rule 804 (4) in order to stay the execution of the judgment below for taxed costs, by paying $322.14 into court. Their appeal was dismissed with costs. Desiring to appeal to the Supreme Court of Canada, they paid $500 more into Court, and this was allowed by a judge of the Court of Appeal as security for the costs of the further appeal. Held in Agricultural Ins. Co. of Watertown, N. Y. *v.* Sargent, 16 P. R., 397, that execution was stayed upon the judgments of the High Court and Court of Appeal until the decision of the Supreme Court. Practice not followed of payment out to the defendant of his costs of the High Court and Court of appeal upon the undertaking of his solicitors to repay in the event of the further appeal succeeding. Kelly *v.* Imperial Loan Co., 10 P. R., 499, commented on.

ONTARIO HIGH COURT.

COMMON PLEAS' DIVISION.

VERNON *v.* The Corporation of Smith Falls, 21 O. R., 331, which decided that a by-law is not necessary for the removal of an officer of the corporation, but that a resolution of the council is sufficient for that purpose, was followed in The Corporation of the Village of London West *v.* Bartram, 26 O. R., 161. When the seal of a municipal corporation is wrongfully detained by the clerk of the council a by-law removing him from office may be sealed with another seal *pro hac vice.*

*

Re Cornelius F. Murphy, 26 O. R., 163, was an extradition proceeding. In pursuance of a fraudulent conspiracy between the prisoner and his brother, a cheque was drawn by the latter, under a fictitious name, on a bank in which an account had been open by him in such fictitious name, there being to the knowledge of the person no funds to meet it, and which, on the faith of its being a genuine cheque another bank was induced by the prisoner to cash. It was held that the cheque was a "false document," both at common law and under section 421 of the Criminal Code, 1862, and that there was sufficient evidence to justify the committal of the prisoner for extradition for uttering a forged instrument. It is not essential to show that the offence committed was of the character charged according to the laws of the foreign country, where it was alleged to have been committed. It is sufficient if the evidence disclose that the offence under the extradition acts is one which, according to the laws of Canada, would justify the committal for trial of the offender had the offence been committed in Canada. Regina *v.* Martin, 5 Q. B., D., 34, distinguished.

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IN Capon *v.* The Corporation of the City of Toronto, 26 O. R., 178, the duty of the clerk of the municipality when lands are subdivided in allotting the local improvement taxes is laid down. The whole rate where lands having a specified street frontage are charged with a specific amount of the cost of the improvement, cannot legally be charged against a portion of the lands when afterwards subdivided. It is the duty of the clerk to bracket on the assessment roll the different sub-divisions with the names of the persons assessed for each parcel and the annual sum charged against the original parcel as that for which the sub-lots and persons assessed for them are liable under the special rate.

*

IN a mechanic's lien action a sum was found due from the owner to the contractor. The contractor was also found indebted to other lien holders. The owner was ordered to pay into Court, which was done; the amount was, however, insufficient to pay the claims of the other lien holders. The contractor appealed unsuccessfully and was ordered to pay the costs of the appeal to the owner. The owner claimed to be paid her costs out of the money paid into Court. It was held that she was not entitled to have her costs out of that fund; for by the payment into Court she had been discharged from her liability and the money ceased to be hers. Patten *v.* Laidlaw, 26 O. R., 189.

*

IN Crombie *v* Young, 26 O. R., 194, a voluntary settlement of certain property made by a mortgagor on his wife was attacked by the mortgagees as fraudulent within 13 Eliz. c. 5. But it was held that mortgagees are not merely by reason of their position as such, creditors of the mortgagor within 13 Eliz. c. 5, nor is the mortgage debt a debt within that statute unless it is shown that the mortgage security at the time of the loan was of less value than the amount thereof. Lush v. Wilkinson, 5 Vic., 384; Freeman v. Pope, L. R., 5 Ch., 538; Masuret v. Mitchell, 26 Gr., 435; Crossley v. Elworthy, L. R., 12 Eq., 150; Mackay v. Douglas, L. R., 14 Eq., 106.

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IN Smith v. The Corporation of the County of Wentworth, 26 O. R., 209, the

plaintiff obtained mandamus to compel the issue of tickets at the toll gates to show that he had travelled only from an intersecting road. It was held that s. 87 of R. S. O., Ch. 159 as extended by section 157 and by 53 Vic., c. 27 (O), applies. So that when a toll road is intersected by another of them, a person travelling on the latter road, shall not be charged for the distance travelled from such intersection, to either of the termini of the intersected road, any higher rate of toll than the rate per mile charged by the company for travelling along the entire length of its road from such intersection, but subject to the production of a ticket which he is entitled to receive from the last toll gate on the intersecting road, as evidence of his having only travelled from such intersection.

A FATHER conveyed certain farm lands to one son subject to his own life estate therein and subject also to the use by another son (the plaintiff) of a bed, bedroom and bedding in the dwelling house on the farm. In Wilkinson v. Wilson, 26 O. R., 213, held that the plaintiff took no estate under the deed, but merely the use, after the termination of the father's life estate, and while resident on the land, of the bedroom and board, which was a charge thereon; that no period was fixed for such occupancy, which might be either permanent or temporary and therefore no forfeiture was created by non-occupation.

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IN places other than cities and towns, unless a by-law has been passed under the Consolidated Assessment Act, 1892, sec. 12, sub-sec. 2, empowering the collector, the mere delivery to a ratepayer of the statement of taxes due is not sufficient evidence of the demand required to be made for the payment thereof. Chamberlain v. Toronto, 31 C. P., 460; Carson v. Veitch, 9 O. R., 706, followed. McDermott v. Trachsel, 26 O. R., 218.

∴

IN a high school board of a high school district, constituted under 54 Vic., c. 57 (O.), s. 11, a vacancy occurred by reason of the expiration of the term of office of one of the trustees appointed by a town, whereupon the town council passed a by-law appointing the plaintiff to fill the vacancy. At a subsequent meeting, in the absence of any of the causes provided for by the Act, viz.: death, resignation or removal from the district, &c., the council passed a by-law amending their previous by-law by substituting the name of the defendant for that of the plaintiff. Held in Regina *ex rel* Moore v. Nagle, 26 O. R., 249, that the plaintiff was duly appointed to fill the vacancy, and that he was entitled to the seat, and the subsequent appointment of the defendant was illegal.

∴

IN Dufton v. Horning, 26 O. R., 252, it was held that under the Act to Simplify Proceedings for Enforcing Mechanics' Liens, 53 Vic., Chap. 56 (O.), the remedy of a lien holder as against a mortgagee is confined to the increased value provided by sec. 5, sub-sec. 3 of R. S. O., Ch. 126, and he cannot question the punity of the mortgage.

SHORT NOTES ON CURRENT CASES.

In re Hodgins v. The City of Toronto, Street, J., April, 1895. Municipal Corporation—construction of sidewalk—1892 Consolidated Municipal Act, s. 6, 23 (b). Held that to consider and determine whether a sidewalk is desirable in the public interest within the meaning of the said Act, is a judicial act and before a municipal corporation reach a conclusion upon the point, the persons to be affected should have notice and be permitted to show if they can before a Court of Revision or otherwise, that the proposed sidewalk is not desirable in the public interest; and where such notice had not been given—except by advertisement in the Toronto papers by the city clerk—which had not come to the attention of the applicant who had been called on to pay the assessment on such local improvement—being a sidewalk, the by-law for the construction of it was quashed, so far as it purported to affect the property of the applicant. The applicant in person. T. Caswell for City of Toronto.

ROBERTS v. Denovan.—Attachment—Contempt of Court Discharge—58 Vic., c. 13, s. 29—Terms. Held, Meredith, C.J., May, 1895. After the enactment of S. 29 of 58 Vic., c. 13, assented to April 16, (1895) and after the defendant had been nearly 5 months in gaol under an attachment; issued pursuant to an order committing him for contempt of Court, in disobedience of a judgment requiring him to cause a certain mortgage to be discharged; an order was made for his release upon the terms of his consenting to a judgment against him; for the sum required to pay off the mortgage and all costs for which he was liable to the plaintiff and on his undertaking not to bring any action against any one on account of his arrest and imprisonment, such order to be without prejudice to any proceeding or the right of the plaintiff against any other person. J. W. McCullough for the defendant. Moss, Q.C., for plaintiff.

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TAYLOR v. Regis—Osler, J.A., Weekly Sittings, London. Ontario Evidence Act, R. S. O., c. 16, s 10, and R. S. O., c. 1, s. 7. s.-s. 24. Evidence—corroborative—two defendants in same interest.

WHERE in an action by an executor of a deceased mortgagee against two mortgagors both the mortgagors deposed to certain payments made in the lifetime of the mortgagee, but which the plaintiff disputed. Held, "That the fact of both the mortgagors testifying to such payments did not constitute corroboration within R. S. O., c. 61, s. 10. Each mortgagor was an opposite or interested party in the same degree and of the same kind and constituted together an opposite or interested party within the meaning of the section. Elliott for plaintiff, Stewart for defendant.

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LANCEFIELD v. Anglo Canadian Publishing Co. Copyright—penalty—printing Canadian Copyright work abroad—Impressing thereon fact of Canadian Copyright, R. S. C., c. 62, s. 33. Boyd, C., April 30th. There is nothing in sec. 33 of the Copyright Act, R. S. C., c. 62 to prevent the owner of a Canadian copyright in respect to a musical composition having the book printed abroad and inserting thereon the existence of such copyright before publishing the work in Canada. It is not expressly declared in the Act that the continuance of the privilege of copyright depends on the printing as well as the publication of the composition in Canada, That may be inferred from certain provisions of the Act, and it may be that such importations as these are not protected by the Act, but these matters were not raised in this case which had to do only with the penalty clause, sec. 33. J. Lynch Staunton for plaintiff, J. Bicknell for defendant.

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MCPHERSON v. Irvine (Armour, C. J.,) Jurisdiction of High Court of Justice to revoke letters of administration granted by Surrogate Court. Held, No jurisdiction exists in or has ever been conferred upon the High Court of Justice to revoke the grant by a Surrogate Court of letters of administaation (see c. 44, R. S. O.) Irving, Q.C., for the plaintiff, S. H. Blake, Q.C., for defendant.

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TREVELYAN v. Myers. Meredith, C. J. April, 1895. Foreign judgment—Merger—right to sue on original cause of action. Held, the recovery of a foreign judgment upon a covenant is not a merger of the covenant or the right to sue thereon, and the covenantor may notwithstanding the recovery of the foreign judgment sue upon and recover judgment upon the covenant in an Ontario Court. Walter Cassels, Q.C., for plaintiff, A. M. Grier for defendant.

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MCSLAY v. SMITH, Boyd, C., April 5th. The effects of s.-s. 2, s. 6, 20, and 21, of the Act *re* Pounds, R. S. O., c. 195, is to give a right to impound cattle trespassing and doing damage but with a condition that if it be found that the fence broken be not a lawful fence then no damages can be obtained by the impounding whatever may be done in an action of trespass. Cattle feeding in the owners enclosure or shut up in his stables cannot be held to be running at large within the meaning of the usage and the law when they may

happen to escape from such stable or enclosure into the neighboring grounds.

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GORDON v. Denison, in Court of Appeal, May 14. Where a police magistrate acted within his jurisdiction under R. S. C., c. 184, s. 62, and issued a warrant for the arrest of a witness who had not appeared in obedience to a subpœna, he is not liable in damages even though he may have erred as to the sufficiency of the evidence to justify the arrest, sec. 24, O. R. 576, which is affirmed. In an action for malicious arrest, judgment can not be entered upon answers to questions submitted to the jury. A general verdict must be given.

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SWEENEY v. Smith Falls, in Court of Appeal, May 14. Even after registration under s. 352 of Municipal Act, R. S O., c. 184, of a local improvement by-law, a ratepayer may show that the by-law is invalid and successfully resist payment of the local improvement tax.

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LENNOX v. Star Printing Co.—Rose, J. —May, 1895. Security for costs libel—newspaper—R. S. O., c. 57, s. 9—defence, &c. In an action of libel against the publishers and editors of a newspaper the defence suggested by affidavits filed upon an application under R. S. O., c. 57, s. 9, for security for costs; that the statement complained of as defamatory did not refer to the plaintiff. The judge who heard an appeal from an order made by a Master for security; being of opinion that, upon the fair reading of the statements complained of they did refer to the plaintiff. Held, that it did not appear that the defendants had a good defence on the merits and that the statements complained of were published in good faith, and therefore the order should be set aside. (See 16 P. R. 132).

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HAGER v. Jackson, before Falconbridge, J., May 1895. Costs, Penalty—Scale of —Action on Bond—(See R. S. O., c. 47, s. 19). In an action on a bond for $500 given to secure payment of costs of the Supreme Court of Canada in a prior action, judgment was given for the plaintiff for $318.55 the amount at which such costs were taxed and certified in the Supreme Court. Held, that the amount recovered was not ascertained by the act of the parties or by the signature of the defendant within R. S. O., c. 47, s. 19, and the plaintiff was entitled to costs of the action on the High Court scale.

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HALLIDAY v. Township of Stanley, May 33rd, Q. B. D. Venue, Change of—convenience — Appeal — New material. The plaintiff's right to select the place of trial is not lightly to be interfered with where it has not been vexatiously chosen, and where defendants in moving to change the venue to the Court where the cause of action arose; did not show a considerable preponderance of conscience in favor of the change their application was refused. The Divisional Court (composed of Falconbridge, J., and McMahon, J.) on appeal affirmed the refusal. Held also that the appeal cannot be dealt with on the facts as they were exhibited before the Master and Judge in Chambers, although since their orders the trial had been postponed from the spring to the autumn, and the Court ought not to look at new material, nor listen to suggestions of possible changes, unless a proper case to allow a new substantive application to be made.

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LOVE v. Webster, in Chancery Division, April 3. In an action to set aside a sale of lands for taxes on the ground of irregularity, It was held, following Town of Trenton v Dyer in 21 A. R. 379, that the provisions of sec. 121 of the Assessment Act of 1892, 56 Vic., c. 48 (Ont.), are imperative and that a roll made and transmitted thereunder not complying therewith is a nullity. Held also that the non-compliance with the provisions of section 141 and 142 before the sale was also a fatal objection to its validity and the sale was set aside.

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Re Grant, in Divisional Court, May 27. On an appeal by the executors from the judgment of Armour, C.J., in 26 O. R., 120, the widow, the beneficiary named in

the policy, waiving her claim in favor of the children for whom the executors claim the fund on condition that the fund should be retained by the Court and administered for the benefit of the children; the Court dismissed the appeal but without costs and refused leave to appeal. See R. S. O., c. 136, s. 6; 51 Vic., c. 22; 53 Vic., c. 39, s. 6, and 58 Vic., c. 34, s. 12.

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GOGGIN v. Kidd.—Court of Queen's Bench Manitoba.—Taylor, C. J., Dubuc, J., Bain, J.—May 15, 1895.—Husband and wife—A lease of mortgaged lands by a loan company to the wife, of lands in which the equity is still in husband does not protect crop against husband's creditors, when husband takes part in working same. Interpleader to try the question of ownership of grain seized by the sheriff under executions against William Goggin; claimed by the wife against the execution creditors. The husband owned and farmed the lands up to the fall of 1893, when he was heavily involved, executions were in the sheriff's hands and chattel mortgages covered most of his stock, implements and crop. The Trust and Loan Co. held mortgages on the land, on which interest was in arrear, and served the husband with notice that they would take possession unless the arrears were paid. The wife then took a lease from the company's agent of the farm and proceeded to work the same; she also had a written agreement with her husband to work for her at $20 a month, she hired other men and looked after the farm generally. When the wife undertook to farm for herself she had no means of her own. Most of the crop that was claimed was grown on land that, in the fall before, had been ploughed and prepared for seed by her husband and some of the seed from which the crop was grown belonged to him. After the wife had leased the land she and her husband and their family continued to live on the homestead, and the actual farm work was done for the most part by the husband and two men who had worked for him before the cases were made to the wife; though the husband only worked for part of the time, as during the summer he was away training horses, and again in the fall he travelled with a threshing outfit. The case was tried before Killam, J., who entered a verdict for the plaintiff, the wife, he held that she had obtained an interest in the land which was her separate property, and the farming operations had been carried on as her separate occupation. Defendants appealed. Cooper, Q. C., and Barrett for plaintiffs. Culver, Q. C., for defendants. Held, that the verdict entered for the plaintiff should be set aside and a verdict entered for defendants with costs. (Dubuc, J., dissenting.) Looking at all the circumstances of the case and the terms of the lease, it might be said that the company's agent was merely making use of the company to enable the husband to transfer the lands to the wife with the object of defrauding his creditors. Even if the wife did acquire an interest in the lands that was her separate property, it was still necessary for her to prove that she had farmed the lands as her own occupation; separately from her husband. The evidence was not sufficient to establish a separate occupation; it suggested the suspicion that the wife assuming to carry on the farm was colourable and little more than nominal, and that the husband had a part in the conduct and management as well as in the manual work of the farming operations of which the grain in question was the proceeds, and the plaintiff had not proved her right to the same.

EXCHANGE EXCERPTS.

A DRAMATIC DENOUEMENT.

ALEXANDER HAMILTON and Aaron Burr were occasionally associated in the trial of a cause. On such occasions they were almost irresistible. It is related that, on one occasion, they were retained to defend a man indicted for murder, and who was generally believed to be guilty, though the circumstances under which the crime was committed rendered it a deeply interesting case of circumstantial evidence. During the progress of the trial, as the circumstances were developed suspicion began to attach to the principal witness against the prisoner. Burr and Hamilton brought all their skill in cross-examination to bear on the witness, in the hope of dragging out of him his dreadful secret. But with singular sagacity and coolness he eluded their efforts, though they succeeded in darkening the shadows of suspicion that fell upon him, and strengthening their convictions of their client's innocence.

Before the cross-examination of the witness was concluded, the court adjourned for tea.

"I believe our client is not guilty, and I have no doubt that Bingham, that cunning witness, is really the guilty man, but he is so shrewd, cool, and deep, that I am fearful his testimony will hang poor Blair, our client, in spite of all we can do," said Hamilton to Burr, while on their way from the court-room to their hotel.

"I agree with you; Blair is not guilty, and that Bingham is, and I believe we can catch him. I have a plan that will detect him, if I an not wonderfully mistaken," said Burr. He then proceeded to explain to his associate the nature of his plan.

"You may succeed," said Hamilton, after listening to the plan. "Its worth trying at any rate, though you have a man of iron to deal with."

After tea, Burr ordered the sheriff to provide an extra number of lights for the evening session, and to arrange them so that their rays would converge against the pillar in the court-room near the place occupied by the witness.

The evening session opened, and Burr resumed the cross-examination of the witness. It was a test of profound skill and subtlety of the lawyer, and self-possession, courage and tact of the witness, standing on the very brink of a horrid gulf, calmly and intrepidly resisting the efforts of the terrible man before him to push him over. At last, after dexterously leading the witness to an appropriate point, Burr suddenly seized a lamp in each hand, and holding them in such a manner that their light fell instantaneously upon the face of the witness, he exclaimed in a startling tone, like the voice of the avenger of blood: "Gentlemen of the jury, behold the murderer!"

With a wild convulsive start, a face of ashy pallor, eyes starting from their sockets, lips apart, his whole attitude evincing terror, the man sprang from his chair. For a moment he stood motionless, struggling to regain his self-possession. But it was only a momentary struggle; the terrible ords of the advocate "shivered along his arteries," shaking every nerve with paralyzing fear. Conscious that the eyes of all the court-room were fixed upon him, reading the hidden deeds of his life, he left the witness stand, and walked shrinkingly to the door of the court-room. But he was prevented by the sheriff from making his escape.

This scene, so thrilling and startling, may, perhaps, be imagined, though it cannot be described. It struck the spectators with silent awe, changing the whole aspect of the trial.

The false witness was arrested, two indictments found against him: one for murder, another for perjury. He was acquitted on his trial for murder, but subsequently convicted of perjury, and sentenced to a long imprisonment.

—*From Lawyer and Client, by L. B. Proctor.*

INGERSOLL'S TERRIBLE ARRAIGNMENT OF ALCOHOL.

THE following wonderful piece of word painting has been frequently published, but is so good to be worth many repetitions. Colonel Robert G. Ingersoll, in addressing a jury in a case which involved the manufacture of alcohol, made the following terrible arraignment of the demon:

I am aware that there is a prejudice against any man who manufactures alcohol. I believe that from the time it issues from the coiled and poisonous worm in the distillery until it empties into the jaws of death, dishonor and crime, that it demoralizes everybody who touches it, from its source to where it ends. I do not believe anybody can contemplate the object without being prejudiced against the liquor crime.

All we have to do, gentlemen, is to think of the wrecks on either bank of the stream of death, of the suicides, of the insanity, of the ignorance, of the destitution, of the little children tugging at the faded and withered breasts of weeping and despairing mothers, of wives asking for bread, of the men of genius it has wrecked, the men struggling with imaginary serpents, produced by this devilish thing, and when you think of the jails, of the almshouses, of the asylums, of the prisons, of the scaffolds upon either bank, I do not wonder that every thoughtful man is prejudiced against this damned stuff called alcohol.

Intemperance cuts down youth in its vigor, manhood in its strength, old age in in its weakness. It breaks the father's heart, bereaves the doting mother, extinguishes natural affection, erases conjugal love, blots out filial attachment, blights parental hope, brings down mourning age in sorrow to the grave. It produces weakness, not strength; sickness, not health; death, not life. It makes wives widows, children orphans, fathers fiends, and all of them paupers and beggars. It feeds rheumatism, invites cholera, imports pestilence and embraces consumption. It covers the land with idleness, misery and crime. It fills your jails, supplies your almshouses and demands your asylums. It engenders controversies, fosters quarrels and cherishes riots. It crowds your penitentiaries and furnishes victims for your scaffolds.

It is the lifeblood of the gambler, the element of the burglar, the prop of the highwayman and support of the midnight incendiary. It countenances the liar, respects the thief, esteems the blasphemer. It violates obligation, reverences fraud and honors infamy. It defames benevolence, hates love, scorns virtue and slanders innocence. It incites the father to butcher his helpless offspring, helps the husband to massacre his wife and the child to grind the parricidal axe. It burns up men, consumes women, detests life, curses God, despises heaven. It suborns witnesses, nurses perjury, defiles the jury box and stains judicial ermine. It degrades the citizen, debases legislature, dishonors statesman and disarms the patriot. It brings shame, not honor; terror, not safety; despair, not hope; misery, not happiness; and with the malevolence of a fiend it calmly surveys its frightful desolation and unsatiated havoc. It poisons felicity, kills peace, ruins morals, blights confidence, slays reputations and wipes out national honor, then curses the world and laughs at its ruin. It does all that and more. It murders the soul. It is the sum of all villainies, the father of all crimes, the mother of all abominations, the devil's best friend and God's worst enemy.—*Banner of Gold.*

BILL NYE ON COLLECTING.

REFERRING to the struggle for existence and the general stringency of stagnation throughout the country, I beg leave to introduce below a bona fide letter sent to me by a firm in Atlanta and received a few months ago by them from High Point N. C.

The firm applied to a lawyer there for a report on the financial standing of a business man at High Point, and offering in return the collections against people in that locality on which he should receive a commission.

The letter indicates that general business depression will prevent his acceptance of the offer:

The High Point, N. C., Oct. 20, 18—.
Messrs. C. R. Jones & Co:

Gentlemen—Replying to yours of the 18th inst., I have to say that, for the prospect of having claims placed in my hands to collect in this vicinity and nothing more, I do not feel willing to report the standing of the party mentioned or of any one else. I do not wish to be misunderstood as saying that I do not want paying business, but I do know that a lawyer would starve as quick on commissions and fees on collections as he would on corncob soup in January. I have had some experience in collecting for several years, or rather in trying to collect. I have offered here to compromise claims by taking old clothes, frozen cabbage, circus tickets, patent medicines, whetstones, powder horns, old flour barrels, gourds, coonskins, jaybirds, owls, or almost anything, and yet I have a number of those old claims on hand unsettled. If I were to depend on collecting claims for my living, my bean broth would get so thin that it would rattle in me like pot licker in a poor dog. I don't like to shoot at long taw, but if you are inclined to pay anything certain for the desired reports, I'm your man. Say $10 cash, then I'm in or if money is scarce I would take shoes —large numbers, say 10's, 11's and 12's —to the amount of $10 at wholesale prices.

It's hard times, here niggers and the white politicians have pulled and worried each other until this country smells like a slaughter house. How in the world would you collect money out of a people who plow little speckled bulls on rocky hillsides? If you were to see a nigger plowing his garden with an old razor-back hog, you would not wonder I don't want claims to collect in this vicinity.

Yours very truly, J. W. Smith.

From the above letter the keen observer and careful student of national affairs will discover that nothing will tickle High Point more than immediate legislation which will place in circulation about $500,000,000 in money or groceries.

Bill Nye.

VERSES BY A JUDGE.

"Be brief, be pointed; let your matter stand
Lucid in orders, solid, and at hand;
Spend not your words on trifles, but condense;
Strike with a mass of thoughts, not drops of sense;
Press to the close with vigor once begun,
And leave (how hard the task) leave off when done;
Who draws a labor'd length of reasoning out,
Puts straws in lines for winds to whirl about;
Who draws a tedious tale of learning o'er,
Counts but the sands on ocean's boundless shore;
Victory in law is gained as battles fought,
Not by the numbers, but the forces brought.
What boots success in skirmish or in fray,
If rout to ruin following, close the day?
What worth a hundred posts maintained with skill,
If these all held, the foe is victor still!
He who would win his cause, with power must frame
Points of support, and look with steady aim;
Attack the weak, defend the strong with art,
Strike but few blows, but strike them to the heart;
All scattered fires but end in smoke and noise,
The scorn of men, the idle play of boys.
Keep, then, this first great precept ever near:
Short be your speech, your matter strong and clear;
Earnest in your manner, warm and rich your style,
Severe in taste, yet full of grace the while:
So you may reach the loftiest heights of fame,
And leave, when life is past, a deathless name

—*Mr. Justice Story of U. S. Supreme Court.*

STATUS OF ALIENS IN U. S.

The recent decision of the United States Supreme Court in the case of Lem Moon Sing, which involved the question of the constitutionality of the Geary Exclusion Act, serves to remind aliens how precarious their footing is in this country. When the law was passed requiring the Chinese to file their photographs and take out permits or pack up their effects and return to their native

land, it was generally supposed that such action was authorized only on the ground of special objection to the Mongolian race. But the fact is, as demonstrated by the opinion in the Lem Moon Sing case, that such a law would be held good by the Supreme Court in the case of any other class of people whom congress might for any reason choose to proceed against in that manner. Strictly speaking, aliens have no rights here except such as may be granted to them by federal legislation. They could all be excluded to-morrow under the provisions of the constitution. Their presence here is permitted as an act of courtesy, by virtue of treaty stipulations and not because our laws give them any definite right of residence or guarantee them any advantages. They are not likely to be disturbed so long as they behave themselves, but it is true, at the same time, that they are wholly at the mercy of congress. As long ago as 1798 a law was passed providing that in the event of a declared war between the United States and any foreign nation all citizens or subjects of such nation being then within our limits should be liable to restraint or removal in the discretion of the president. That law still remains upon the statute book and the power of congress to pass others even more stringent and to make them applicable in time of peace as well as in time of war, is unlimited. The courts are bound to enforce any policy that congress may see fit to adopt regardless of every other consideration. Under this latest decision a law requiring all aliens to leave the country and forbidding any foreigner to come here would be constitutional. No such law will probably ever be passed but the fact that it is within the authority of congress to take action of that kind goes to show what slight claims the people of other countries have upon our government.—*Central Law Journal.*

THE ludicrous suggestion which has been made in certain quarters that Sir Edward Clark will suffer politically by his brilliant and strenuous advocacy in the Wilde Case might be passed over in silence were it not that the duty of counsel in defending prisoners is a subject on which very many people entertain hazy ideas. It is not necessary to dwell on the supreme ability and courage with which Sir Edward fought his difficult and losing battle; everyone admits that fact, and indeed it forms the ground for the absurd rumour to which we have referred. We shall merely remark in passing that the English Bar has every right to be, and is to a man, proud of the brilliant intellectual power displayed in this case by one who is amongst the most distinguished of Nisi Prius advocates. If Lord Brougham had not made his unfortunately exaggerated statement in Queen Caroline's Case as to the revolution and anarchy which counsel were entitled to bring about in the interests of their clients, no section of the public probably would have taken alarm at any strenuousness on the part of counsel. It may be desirable to recall the fact that Lord Brougham went far beyond the limits of accuracy in this passage, and that the true theory was defined by Sir Alexander Cockburn in his famous speech at the reception of M. Berryer. The advocate may use the weapons of the soldier but not the dagger of the assassin. But the most strenuous defence is the right even of the worst criminals, and is in accordance with the best interests of society as a whole.—*Law Journal—English.*

MR. Walter Quinton Gresham, the American Secretary of State, who died on Tuesday morning at the age of sixty-three, began his career as a ploughboy at the age of six. By studying at night when his day's work in the field was over, he gained his early education. Strict economy enabled him to go to the county school, to the Corydon Seminary, and for one year to Bloomington University. Eventually he passed his examination with distinction, and was admitted to the Bar at the age of twenty-two. He took high rank as a lawyer, and secured a lucrative practice. He was elected to the State Legislature in 1860, but resigned when the Civil War broke out, and entered the 38th Indiana Volunteers.

While commanding a division of Sherman's army before Atlanta, Georgia, he was shot in the knee, and, being forced to retire from the army, he returned to New Albany and resumed his practice, having received the brevet of major-general. After being twice defeated for Congress, in 1869 he was appointed by President Grant United States District Judge for Indiana, and during his twelve years tenure never had one of his judgments reversed by a higher court. President Arthur in 1882 appointed him Postmaster-General, and in 1884, upon the death of Judge Folger, made him Secretary of the Treasury—a post he retained until near the close of President Arthur's term, when at his request, he was restored to the Bench. Mr. Gresham at last quitted the Republican party and supported Mr. Cleveland in the campaign of 1892.

A correspondent sends us the following will in verse, and he asks our opinion whether, on the testator's death, the executors will be able to obtain probate of the will? What say our readers?

This is the will and testament of me the
undersigned,
Charles Henry Murray, gentleman, who
am of perfect mind.
I do hereby revoke all wills by me hereto-
fore made,
I next direct that my just debts be all dis-
charged and paid
As soon after my death as may convenient
prove to be,
By my brother, whom I hereby name
executor and trustee.
And as to all the property which at my
death I may [of way,
Be possessed of or entitled to in any sort
And whether real or personal, I give the
same to my
Said brother for his absolute use and
benefit solely.
In witness whereof I my hand have sub-
scribed hereunto.

Signed and declared publicly,
My last and only will to be,
In presence of witnesses two,
(Viz., Thomas Jones and Hugh Hood) who
Both in my presence and in the
Clear presence of each other,
Have witnessed this my only will,
In favor of my brother.

CHARLES H. MURRAY.

THOMAS JONES } Clerks to Messrs. Coke &
HUGH HOOD } Co., Solicitors, Melton
Mowbray.

—*Law Notes.*

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

THE Earl of Roseberry: My lords, I rise, in pursuance of notice, to call attention to the constitution of the Judicial Committee of the Privy Council. But it will not be necessary for me to detain your lordships at any length on the subject, nor do I think it will be found that the bill is in any respect of a controversial character. By the Act under which the Judicial Committee came into existence two judgeships were reserved for those who had held judicial offices either in India or in the colonies. To those two judgeships a salary of £400, a year apiece was reserved, and by the last Act bearing on the subject, which was passed, I think, in the 50th or 51st of Victoria, it was made competent for one of the judges to draw both salaries. But except for that provision the constitution of the Judicial Committee of the Privy Council laid down in the early years of William IV. has hitherto been held to be sufficient for the external needs of the empire in the way of judicial tribunals. I do not introduce this bill with any idea of disparaging the work of the Judicial Committee. It would be unbecoming and presumptuous for me to praise that work; but there is no doubt that the Judicial Committee has in the highest degree earned the confidence of the colonies, and that is proved by the increasing figures of the number of appeals which are laid before that body. But, my lords, it seems perfectly clear that it would largely extend the satisfaction felt by the colonies with that tribunal, and would largely increase their interest in its proceedings, if they were allowed a larger admixture of judges versed in colonial law and conversant with colonial customs and practices than could at present be the case. At the present moment there is in the Judicial Committee no judge having colonial experience. There is one judge with Indian experience, and in that quality he draws both the not excessive salaries assigned by the Act of William IV. That is how the matter stands—one Indian judge and no colonial judge.

But how do the figures stand in regard to appeals? I hold in my hand the figures relative to the number of Indian appeals from 1876 to the present time. It is not necessary, I think, to go through all those years to prove the gradual increase of colonial as compared to Indian appeals. I will take the year 1879 as a point of departure. In that year there were 48 Indian and 19 colonial appeals. In 1889 there were 39 Indian and 26 colonial appeals. In 1895 the positions were altogether reversed. The Indian appeals, while maintaining their figures, had sunk into relative insignificance as compared with colonial appeals, for in that year there were 25 Indian and 35 colonial appeals. Under these circumstances, I think it is not unreasonable that the government, and also the governments of the larger colonies, should feel a wish that there was a larger introduction of the colonial element into the tribunal which acts as the supreme Court of Appeal for all the external empire. The feeling has already been made manifest in the Federal Conference of Australasia, which met at Hobart last year, and at which the following resolution was passed unanimously: "That an humble address be presented to Her Majesty the Queen, praying that Her Majesty may be pleased, in view of the special features often presented by Australasian appeals, to appoint a member of the Judicial Committees of Her Majesty's most honorable Privy Council who has experience of Australasian affairs.' That is the only official utterance that has been made, so far as I know, on the subject. But I do happen to know from at least one of the other greater self-governing colonies that it would be a very welcome feature of the legislation of this country if we were able to enlarge the sphere of this tribunal by introducing into it a greater number of colonial judges. I would further point out this, that there are a great number of circumstances peculiar to the colonies. The conference at Hobart gave as an example the squatters' industry, which, in their opinion, an English judge, with purely English experience, is scarcely able to give sufficient effort to. And there is this further to be said, that in two at least of our greatest colonies systems of law are administered which are distinct, and almost alien, I might say, from the system of law administered in this country or in India. The Cape is mainly administered, as I understand, under the old civil law, and in Canada the old French law largely prevails as it existed in France before the first Revolution; and I think, if only on these grounds—putting apart the number of colonial appeals, and putting apart the desire that we must all of us feel to make this Imperial tribunal more truly Imperial in its constitution—we must feel that, as a matter of expediency, and almost as a matter of necessity, it is advisable to take some action in this matter. My lords, that is all the preface that I intend to make, and, indeed, the bill is much shorter than the preface. The bill consists of one operative clause, which is mainly to this effect, that if any persons who have held judicial office in the Supreme Courts of the Dominion of Canada or the Australasian colonies as set forth in the schedule, should be sworn within certain limited numbers to the Privy Council, they shall be members of the Judicial Committee of the Privy Council. At present, I should explain, if a colonial judge were, by accident, sworn on the Privy Council he could not become a member of the Judicial Committee except under the limitations imposed by the Act of William IV—two members with two very small salaries. Our proposal, then, is that, without making any financial provision for the maintenance of these judicial members, we should give facilities to the great self-governing colonies, if it be practical from their point of view, to have members of their Supreme Courts admitted as members of this judicial tribunal. I have no doubt that two, if not three, of the great groups of colonies will at a very early moment take advantage of this provision, and I venture to hope that on our side there will be no word of cavil with respect to the general principle of the bill. I do not disguise from myself or from your lordships that in promoting this bill I have not merely

at heart the efficiency of a Court for which we all have respect, but I do hope that in adopting the measure you will be adding one more link to the golden chain of empire, and that link not the least efficient.

COMMERCIAL COURTS OF LONDON.

For many years past it has been patent to the mind of every thinking lawyer in England that our law courts no longer retain the confidence of the commercial community. The reasons are not far to seek. Business men find law slow, when it ought to be flexible; technical when it ought to be simple; obscure, when it ought to be plain; costly, when it ought to be cheap. While the steamship, the railway, the penny post, the telegraph and the telephone have at one and the same time, opened up new realms to commerce, and enormously facilitated and increased old and new forms of business, law has dragged along in much the same leisurely, old stage coach manner, until it is hundreds and hundreds of miles behind the times, and it is doubtful whether it will ever overtake commerce again. For it is impossible, satisfactorily to apply to the legal working of the complicated, ever expanding and flexible commercial machine of modern times, with its high velocity and its million and one new forms of business and combinations of circumstances, only those few, somewhat rigid principles which worked so admirably when applied to the slow, cumbrous, legal commercial machine of a hundred years ago. One might as well attempt to regulate, control and keep up the motion of one of the very latest forms of locomotive steam engines, by applying to its working as a whole, those, and only those, scientific principles which need to be taken into account in running a stagecoach. Lawyers have been slow to see this, and in deference to the modern prejudice against judge-made law, even the few of our judges who were capable of so doing, have shrunk from boldly grappling with the difficulty. Even where the Legislature did its best to remedy the evil, as, for example, by the Factory Acts, the courts, by their extremely narrow rules of interpretation, almost rendered the Acts useless. The consequence has been, that the mercantile community, finding it hopeless to expect anything from the judges and the Legislature, have themselves taken the matter in hand, by establishing arbitration as the general method of settling commercial disputes. Each line of business soon had a number of upright and competent business men, willing to act as arbitrators. The advantage of going before a man who, from his own knowledge of business, at once grasped the real point at issue, and who firmly declined to attempt to unravel the subtle technicalities which judges so delight in, was soon obvious. The parties obtained at a comparatively slight expense, a speedy decision, which fairly squared with their own mercantile notions of right and wrong, whereas, had they gone to law, it was very likely that their case would have come before a judge totally ignorant not only of the meaning of the commercial words, documents and usages of the particular business, but even of very elements of mercantile law; so that so much time, trouble and money would have been wasted that the ultimate decision would have benefited and pleased neither party. The new rage for arbitration culminated in 1893, in the establishment of the City of London Chamber of Arbitration, under the auspices of the Lord Mayor and Corporation, and the London Chamber of Commerce. The distinctive feature of this tribunal is, that business men are judges, and that they have a legal advisor. Meantime the judges of the Queen's Bench Division began to realize that a considerable portion of Othello's occupation had gone, and bethought themselves that the discontinuance of the Guildhall sittings must be the cause, and they concluded that if those sittings were begun again, commercial law business would again return to the courts. Accordingly, the Judicature Act of 1891 was passed, and sittings thereunder again held at the Guildhall, but they have utterly failed to achieve their object and have now been discounted.

As was said at the time by an eminent queen's counsel: "One reason for their failure is that the judges who were appointed to sit at Guildhall, were not always men with special qualifications for determining commercial disputes. A selection ought to have been made of judges specially versed in mercantile matters."

Profiting by the lesson inculcated by this failure, the judges of the same division, on the 24th of May, 1894, passed the following resolution: "That it is desirable that a list should be made of commercial causes to be tried at the Royal Courts of Justice by a judge alone, or by jurors summoned from the city, and that a Commercial Court should be constituted of judges to be named by the judges of the Queen's Bench Division." In accordance with this resolution, the judges of that Division issued a notice on the 9th of February, 1895, giving effect to that resolution, by ordering that a new and special tribunal for the trial of commercial causes should come into existence on the first of March, 1895, and that Mr. Justice Matthew should be the judge. Everything has been done in the direction of simplifying procedure, with a view to enable parties, if they so desire, getting a speedy and final judgment. The order further defines what are commercial causes and orders a separate list of such causes to be kept, but no cause is to be entered in such list for trial except by direction of a judge charged with commercial business. After writ, or originating summons, application for his judgment on a point of law may be made to the judge, who is also empowered, at any time after appearance and without pleadings, to make such order as he thinks fit for the speedy determination in accordance with existing rules of the question really in controversy between the parties. Without going further into the matter, everything has been done to bring the Court abreast of modern commercial requirements, and it starts with a judge who possesses the confidence of the whole of the mercantile community. Not only that, but lawyers here expect a great deal from the genius of the new Lord Chief Justice of England—Lord Russell of Killowen—and so far they have not been disappointed. It is felt that if these two judges cannot lure commercial causes back to the courts that nobody else can, and lawyers look for the result of the attempt with mingled feelings of anxiety and hope, in which, however, hope decidedly predominates. At present Mr. Justice Matthew is dealing with commercial causes chiefly in Chambers, but on the 11th of March, he will commence his sittings in Court. The same eminent commercial lawyer, whose words we quote above, is also reported to have said: "Commercial cases can easily be tried by judges who have had a proper training for the work at the bar, Mr. Justice Matthew, for instance, is pre-eminently qualified to discharge the duties of the Special Court which the judges have established by their resolution."

A CARELESS ACCEPTOR.

THE decision in Schofield v. Earl of Londesborough (Court of Appeal, Dec. 19, 1894), 11 The Times Law Reports, 149, will not meet with universal assent. The facts of the case were, briefly, these: The defendant at the request of the drawer accepted a bill payable to the drawer's order for £500. The bill had been written by the drawer in such a way that space was left for inserting the figure "3" and the words "three thousand," and by so writing it the drawer was enabled subsequently to raise the amount of the bill to £3,500. Thereafter the drawer negotiated it to the plaintiff, a *bona fide* purchaser, for value without notice. The stamp was sufficient to cover the amount of the bill as raised. The Court held, affirming the decision of Charles J., 10 The Times Law Reports, 518, that the plaintiff could not recover. Charles, J., held that the facts did not show negligence on the part of the defendant. Lord Esher who delivered an opinion with which Rigby, L. J., concurred, rested the decision of the Court of Appeal on the grounds that the defendant owed no duty to the plaintiff, and even assuming that he did, and that there had been a breach was not the

cause of the p. intiff's loss, because a felonious act intervened. Lopes, L. J., delivered a vigorous dissenting opinion. Although the case may perhaps be distinguished from Young v. Grote, 4 Bing. 253, the distinction will make the earlier decision of very limited application; and, indeed, Lord Esher said of it: "That case ought not any longer to be quoted." 39 Sol. Law J. 174. In that case the opportunity for raising the cheque in question in the suit was afforded by a customer of the bank which paid it, and Lord Esher intimated that a customer might owe a duty to his banker, which an acceptor would not owe to the world at large. Whether Lord Esher would regard the position of the maker of a promissory note as analogous to that of an acceptor is not clear. It must be admitted that the reason for holding an acceptor and especially an indorser, liable for the consequences, of the improper form in which a bill or note is drawn or made is not so clear as the reason for holding the drawer or maker himself liable for such consequences. But the acceptor or indorser, though not in general empowered to add to or subtract from the face of a bill or note may certainly draw a pen through spaces carelessly left in the body of the instrument. Further, the acceptor of a bill gives the acceptance on the faith of the drawer's credit, and as he would have the right to charge the drawer with the raised amount of a carelessly drawn bill, he should himself be liable to that extent to a *bona fide* purchaser. If it is a natural consequence of leaving blank spaces in a bill or note that the spaces will be fraudulently filled, it does not seem too much to say that any acceptor owes a duty to the public not to accept bills in that condition; and if the intervention of a felonious act is a natural consequence of so doing, it is hard to see how the fact that the act is felonious is important. If it were made a criminal offence for an agent to exceed his authority under specified circumstances, would that relieve the principal from all responsibility for the act, though within the apparent scope of the agent's authority?—*Havard Law Review.*

THE LAWYER'S WIFE HEARS HIS PLEA.

"GENTLEMEN of the jury, look upon the sweet, girlish, guileless face of this innocent victim and then upon the dark features of cunning deviltry in the face of her treacherous wooer."

It was just as the eloquent pleader was passing through this soul-trying part of his appeal to the jury in a breach of promise case that a lady swept out of the spectators' seat of the courtroom in a high state of suppressed excitement. No one at first guessed who it was, but after the attorney had concluded his peroration it was whispered around, and finally he got to know that his wife had curiously enough ventured into court to see what was going on.

That evening at tea there was a scene at the residence of the attorney and part of it was loud enough for the servants to catch on.

"How can you dare speak so feelingly of that dreadful, coarse-looking, vicious, low-lived hog!" exclaimed the wife in a passionate and hand-wringing promenade up and down the room.

"Why, now my dear—" began the lawyer husband.

"Don't you dear me. You used all the phrases of praise of the virtues of that coarse thing that you ever used to me—expressions that I held sacred to—" and she burst into a "boo-hoo" that threatened to attract the neighbors, if not the police.

"I believe you are in love with that horrid creature," she hissed in a hoarse contralto between her teeth.

"Why, don't you know I've got to do the best I can to impress the jury," said he. "If I told them of her ugliness, coarseness, ignorance and low character it wouldn't be very—"

"Then you weren't telling the truth," she cried.

"Well, er—" and then he dropped the subject like a hot poker and looked sullen. Then presently he moaned out: "I was expecting a greeting with some little happiness in it when I came home this evening. I was mighty lucky to get a verdict of $9,999.99 damages."

"And how much of that does she get" asked his wife, inclining head sideways in a half doubting, half expectant manner.

"I will give her the $999.99 and keep the $9,000," said he.

"Oh, isn't that lovely," and to each of the four words she took a skip on each foot alternately, and at "lovely" flung her arms around his neck and covered him with kisses.—*Cincinnati Enquirer.*

A literary man stood up in a Chicago Police Court to answer to a charge of vagrancy.

"I object, your Honor," he said, with dignity, "to this prosecution of gentlemen who follow the profession of letters and—"

"I understand," interrupted the Magistrate, "that you were found sleeping on a doorstep; that you have no visible means of support, and that you have been seen under the influence of liquor."

"What of it?" cried the prisoner. "Though I am as poor as Richard Savage, when he made his bed in the ashes of a glass factory, as drunken as Dick Steele, as ragged as Goldsmith, when he was on his fiddling tour, as dirty as Sam Johnson, as—"

"There, there!" cried the Magistrate, impatiently, "I have no doubt that your associates are a disreputable lot, and I shall deal with you in such a manner as to cause them to give this town a wide berth. Seven days with hard labor. Mr. Clerk, furnish the officer with the names of the vagabonds mentioned by the prisoner."

*

A well-known lawyer on a circuit in the north of England, curious to know how a certain juryman arrived at his verdict, meeting him one day, ventured to ask. "Well," replied he, "I'm a plain man, and I like to be fair to every one. I don't go by what the witnesses say, and I don't go by what the lawyers say, and I don't go by what the judge says: but I looks at the man in the dock, and says 'He must have done something or he wouldn't be there,' so I brings 'em all in guilty."—*The Argonaut.*

Mrs. Simkins had just heard that her husband had been called upon to serve on a jury.

"John Simkins on a criminal jury!" exclaimed Mrs. Simkins. "Well all I can say is that I congratulate the criminals."

"Why, Mrs. Simkins; is your husband a very merciful man?"

"Merciful! Why, John Simkins wouldn't hang a pictur', unless he was jest made to!"

*

A coroner's jury, after listening attentively to the evidence given in a case of suicide, brought in the following sage verdict: "We are of the opinion that the want of the common necessaries of life drove the deceased to commit the desperate act with the greatest deliberation; therefore we find him guilty of culpable insanity."

SITTINGS OF COURT, 1895.

Supreme Court of Canada.

(*See Statutes.*)

1st Tuesday in May and October.

Tuesday, May 7th.

Tuesday, Oct. 1st.

Exchequer Court of Canada.

Special sittings will be held, provided some case or matter is entered for trial or set down for hearing at the office of the Registrar of the Court (Mr. L. A. Audette), Ottawa. The entry must be made 10 days before the day named for the sitting. Should no case be put on the list no sitting will be held.

Court of Appeal.

1st Tuesday in March.
2nd Tuesday in May.
1st Tuesday in September.
2nd Tuesday in November.

During the sittings of this Court, the Divisional Court Appeals and Chamber Applications are held on Saturday. Any day can be arranged for when the Court is not sitting.

High Court of Justice.

CHANCERY DIVISION.

Monday, May 27th.
Thursday, December 5th.

Queen's Bench & Com. Pleas.

DIVISIONAL SITTINGS.

Easter Term, May 20th (Monday).
Michaelmas Term, Nov. 18th (Monday.)

Weekly Court.

A Judge sits at Osgoode Hall every week, except during vacation, as follows:

Monday and Friday Chamber business, motions first; appeals afterwards.

Tuesday, Wednesday and Thursday, Court Business.

Chambers.

The Master in Chambers (Mr. Winchester), holds Chambers at Osgoode Hall at 11 a.m., except during vacation.

Weekly Sittings at London and Ottawa.

12th Jan. 1895.

1. The sittings of the Weekly Court at Ottawa and London under 57 Vic., c. 20, shall be held on Tuesday at 10 a.m. in each week, or on such other day or hour as the Judge appointed to take such Court may fix.

2. Information shall be given to the Registrar of the Common Pleas Division at Toronto by telegram on Saturday regarding work entered for ensuing week

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County Courts.

In all Counties except York, Algoma, Bruce, Lambton, Middlesex, Renfrew.

(1) Jury Cases—
Tuesday, 11th June and 10th Dec.

(2) Non-Jury Cases—
Tuesday, 2nd April and 1st October.

(3) Term Motions—
Applications for new trials and sittings of Surrogate Courts — Monday, 12st April, 1st July, 7th October.

DISTRICT OF ALGOMA.

Jury Cases—
Tuesday, 28th May, November 5th, at Gore Bay.
Tuesday, June 11th, November 12th, at Sault Ste. Marie.

Non-Jury—
Tuesday, April 2nd, October 1st.

COUNTY OF BRUCE.

Non-Jury Cases—
2nd and 4th April, 6th June, 4th July.
1st and 3rd Oct., and 5th Dec.
Other sittings same as (1) and (2) above.

COUNTY OF LAMBTON.

Non-Jury Cases—
Monday, April 1st.
Tuesday, June 11th.
Monday, 1st July, 7th October.

Tuesday, 10th December.
Other sittings same as (1) and (3) above.

COUNTY OF MIDDLESEX.

Jury Cases—

3rd June, and 2nd December.

Non-Jury—

1st April, 3rd June, 1st July, 7th Oct., and 2nd December.
Other sittings see (3) above.

COUNTY OF RENFREW.

Jury Cases—

4th June and 3rd December.
Other sittings see (2) and (3) above.

COUNTY OF YORK.

Jury and Non-Jury cases—

Tuesday, 5th March, 14th May, 10th September, 3rd December.

Last day for notice of trial for next sittings within 10 days of sitting.

Last day for entering cases 4 days before the sittings.

Last day for passing Records, the day before the sittings.

Non-Jury Cases—Special Sittings—Monday, 8th April, 21st October.

Term Motions—Applications for new trials and sittings of Surrogate Courts: 1st April, 10th June, 14th October.

FEES IN CONNECTION WITH TRIAL.

Clerk's Fees—

Entering a non-jury case	$0 60
Entering a jury case	2 10
Passing record	0 50
Every jury sworn	1 00
Every verdict taken, non suit, jury discharged, record withdrawn or rule or order of reference at trial	0 50

Crier's Fees—

Calling every case with or without a jury	0 50
Swearing each witness or constable	0 15

Sheriff's Fees—

Every jury sworn or cause tried before a judge	0 80

OTTAWA, ONT.

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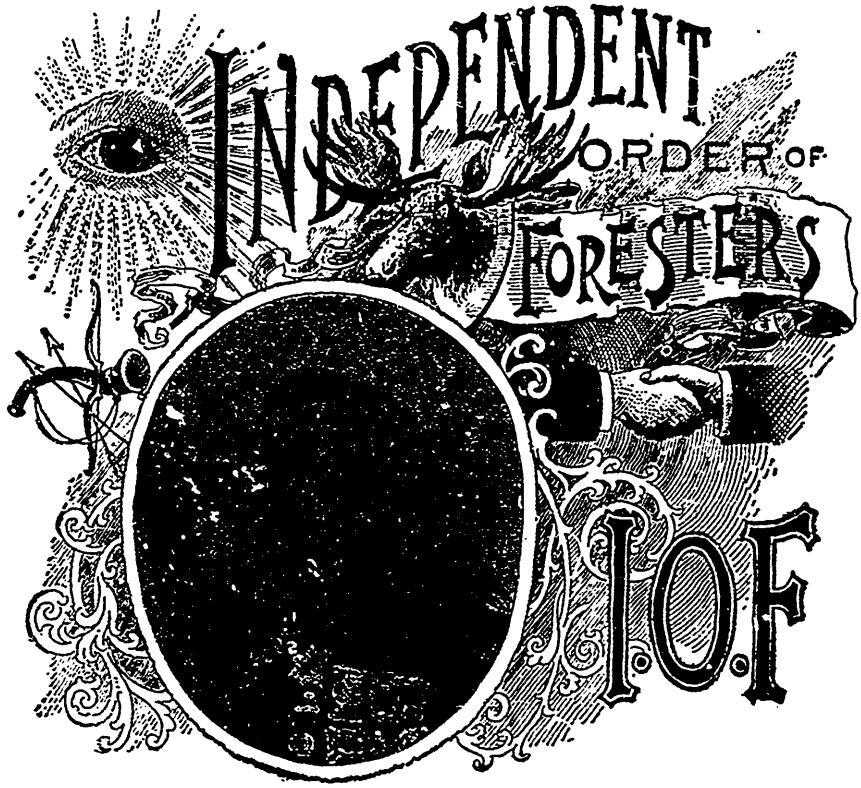

"ASSESSMENT SYSTEM."

EVERYBODY who knows anything about insurance acknowledges that the Independent Order of Foresters is far and away the **Best Fraternal Benefit society in the World.** It was founded in Newark, New Jersey, on the 17th June, 1874, and has spread all over the United States and Canada, and is rapidly spreading in Great Britain and elsewhere.

The Unexampled Progress and Prosperity of the Independent Order of Foresters

is shown by the following figures:

	No. of Members.	Balance in Bank.		No. of Members.	Balance in Bank.		No. of Members.	Balance in Bank.
October, 1882	880	$ 1,145 07	January, 1888	7,811	$ 86,102 42	January, 1894	54,481	$853,857 89
January, 1883	1,134	2,769 58	January, 1889	11,618	117,599 88	February, "	55,149	875,850 06
January, 1884	2,216	13,070 85	January, 1890	17,020	188,130 86	March, "	56,559	876,230 08
January, 1885	2,558	20,992 30	January, 1891	24,466	283,967 20	April, "	58,339	911,-24 93
January, 1886	3,648	31,082 52	January, 1892	32,303	408,798 18	May, "	59,607	922,707 04
January, 1887	5,804	60,325 72	January, 1893	43,024	588,597 85	June, "	61,000	951,571 62

Membership 1st July, 1894, about 61,000. Balance in Bank, $951,571.62.

The total number of applications considered by the Medical Board for the year ending 31st December, 1892, is 18,247, whom 17,028 were passed, and 1,219 rejected.

The cause of this unexampled prosperity and growth of the I. O. F. is due to the fact that its foundations have been laid on a **Solid Financial Basis**, and every department of the Order has been managed on business principles, thereby securing for all Foresters large and varied benefits at the lowest possible cost consistent with **Safety and Permanence.**

At date all Benefits have been paid within a few days of filing the claim papers, amounting in the aggregate to the princely sum of **Two Millions Two Hundred and Thirty-four Thousand Four Hundred and Twenty-four Dollars.** Notwithstanding the payment of this large sum, as well as all the management expenses, including large sums for planting the Order in New Territory, there remains the handsome cash balance in the treasury, as noted above, of the sum of **Nine Hundred and Fifty-one Thousand Five Hundred and Seventy one Dollars and Sixty-two Cents.**

Look at this list of the Benefits which you may obtain for yourself by becoming a Forester:

FOR YOURSELF.—1. The fraternal and social privileges of the Order. 2. Free medical attendance. 3. Total and Permanent Disability of $500, $1,000, or $1,500. 4. A benefit for your old age of $100, $200, or $300 a year. 5. An Endowment Benefit, payable on reaching your expectation of life, of $1,000, $2,000, or $3,000. 6. Sick Benefits of $3 to $5 per week.

FOR YOUR FAMILY.—1. Funeral Benefit, $50. 2. Insurance Benefit of $1,000, $2,000, or $3,000.

The cost of admission to the Order in most Courts is only $7 to $9, according to the amount of insurance taken, besides medical examination fee, which is $1.50 if you are taking only $1,000 of insurance, and $2 if taking $2,000 or $3,000. **Agents wanted in Canada, the United States, and Great Britain and Ireland.**

For further information, apply to

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