The Canada Law Journal.

VOL. XXVIII. DECEMBER 1, 1892. NO. 19.

WE learn from one of our exchanges that the Superintendent of the New York City Police has taken away the clubs used by the force on the ground that a great deal of unnecessary and cruel clubbing has been done in controlling peaceful crowds, where those in front received blows when pressed forward by persons in the rear. A baton has been substituted, which, we presume, is something similar to the weapon used by our policemen. The club may be an unnecessarily severe weapon, but it is manifestly necessary for a policeman to have some effective weapon, so that he may not be reduced to the use of his pistol. An unhappy illustration of this occurred here in the case of Police Constable Campbell, who, in an effort to save his life, took that of his prisoner by using a pistol, his baton having been wrenched from him by his assailants. Speaking of which case, though one must deplore the unhappy result, no blame whatever can be attributable to the constable, who had either to use his pistol or lie on the ground and have his brains knocked out. As our contemporary remarks, in dealing with the vicious and turbulent, vigorous measures are sometimes necessary, and the club or baton is a more merciful weapon than the pistol.

A Star, presumably of the first magnitude, in one of our city churches —a pastor who, by the way, was ordained to "preach the *Gospel* to every creature" —has been taking a holiday from his proper sphere of work by trying, on a recent Sunday, to find out "why lawyers are poor church-goers." We are not aware that these "naughty" people are either better or worse than their neighbours in this respect. Our reverend critic, however, seems to know more about us than we do ourselves, and, therefore, may be correct. But, if such be the case, the answer to the question would not be very hard to find if all the ministers of the Gospel are like the one who asks the question. Lawyers, with all their faults, are generally logical, and, by reason of their training, inclined to observe the "eternal fitness of things," and would not, therefore, if disposed to go to a "place of worship," select a meeting where the object of the orator is apparently to make his audience laugh by cracking stale jokes about lawyers. We like these jokes ourselves when reasonably fresh, and give our readers all we come across; but when we feel inclined for a hearty laugh, we naturally go to a comic opera, a circus, or a nigger minstrel show *on a week day*.

The newspaper report gives the following tit-bit out of the sermon: "A lady had tried about a dozen town lawyers to take up a case for her involving some $100,000, but had been unable to find an honest man among them to whom she could trust her affairs. She brought her papers to me, and asked me to find an

honest lawyer. I took them, and am trying to find one. (Sensation.)" This seems to have "brought down the house." But, after all, there should have been no sensation; for, when one comes to think about it, how *could* even this very remarkable person find an honest lawyer when, according to his own statement, there are none to find? It is really very sad about this dear lady and her little claim. The sum, however, involved is only $100,000, and she doubtless put the matter into good hands when she confided her difficulty to her pastor. And so it is all right now, and we all feel quite satisfied and happy about it. If, however, resort must be had to the law, it may be necessary for the pastor to go outside the circle of his own legal friends for what he wants; for it is also reported that he understands from numbers of them (meaning, we presume, these legal friends) "that you cannot be a lawyer and an honest man." Of course, the reverend gentleman would not exaggerate, and his veracity is above suspicion. We can, therefore, only deplore that, so far as *his* legal friends are concerned, he has "fallen among thieves"; though we think it just a little unkind to advertise them after this fashion. If, however, he is right in his estimate of them, there is great reason for the manner in which he exhorts them to repentance. This exhortation (in which we entirely concur) was doubtless delivered with great dramatic force, and in tones of righteous indignation. It reads thus: "If you cannot be honest and succeed in your profession, *get out of it!*"

We would also conclude with a similar exhortation to those pastors to whom it may apply: "If you cannot fill your church without slandering your neighbours, or without turning a house of God into a sort of dime theatre, *get out of it!*"

CRIMINAL JURISDICTION OF THE CHANCERY DIVISION.

The question whether or not the Divisional Court of the Chancery Division is entitled to exercise a general criminal jurisdiction was again under discussion in the recent case of *The Queen* v. *Davis*. The defendant in that case applied to Ferguson, J., for a *certiorari* to bring up a conviction, and asked that the writ might be made returnable in the Divisional Court of the Chancery Division; but acting on the views expressed by him in *The Queen* v. *Birchall*, 19 O.R. 696, the learned judge refused that part of the application, and from his decision on that point the defendant appealed to the Divisional Court of the Chancery Division. The appeal was heard in June last before the Chancellor, and Robertson and Meredith, JJ., and judgment was given on the 1st December instant. Robertson, J., agreed with the view expressed by Ferguson, J., in *The Queen* v. *Birchall*, *supra*, and Meredith, J., agreed with the Chancellor, who retained his former opinion. The result of the matter was that although the court, as then constituted, was in favour of entertaining jurisdiction, yet, as there was an equal division of opinion between the four judges of the Chancery Division, the court dismissed the appeal, inasmuch as the defendant would not be deprived of any remedy or right, but could still prosecute his application under the *certiorari* before the Divisional Court in which it had been made returnable.

We referred to this question of the criminal jurisdiction of the Chancery

Division as long ago as May, 1887 (see *ante* vol. xxiii., p. 181), and we there referred to the doubt existing whether the legislation which had then taken place had been effectual to vest the general criminal jurisdiction of the former courts of Common Law in the Chancery Division. The reasons which we then advanced are, it is true, not identical with those by which Ferguson and Robertson, JJ., have arrived at their conclusion; but there is this agreement, viz., that it is doubtful whether the proper and necessary legislation for vesting in the Chancery Division the like general criminal jurisdiction which was vested in the former courts of common law has yet taken place. The difficulty, no doubt, arises to some extent from the fact of the divided jurisdiction of the legislatures of the Dominion and the Province in reference to the matters in question; for while the Province may constitute the court of criminal jurisdiction, yet in the Dominion is vested the regulation of procedure in criminal matters. The learned Chancellor thought that the recognition of the High Court of Justice as a court of criminal jurisdiction by the R.S.C., c. 174, s. 270, coupled with the Judicature Act, sufficiently conferred a criminal jurisdiction on the High Court and all its Divisional Courts (see *The Queen* v. *Birchall*, 19 O.R. 696, at p. 700); but when that section comes to be examined critically, it seems rather to leave things as they were before the Judicature Act. It reads: "The practice and procedure in all criminal cases and matters whatsoever in the said High Court of Justice *shall be the same as the practice and procedure* in similar cases and matters *before the establishment of the said High Court.*" But before the establishment of the said High Court, the practice and procedure was to confine all criminal cases to the Courts of Queen's Bench and Common Pleas; it cannot, therefore, be said that this section, which is the only Dominion legislation which is referred to as giving the sanction of that legislature to the Chancery Division exercising a general criminal jurisdiction, is unequivocal—indeed, it seems capable of a construction which is opposed to that view.

Under the circumstances, it is to be hoped that the law officers of the Crown, both for the Dominion and the Province, may apply themselves to the task of providing a legislative solution of the doubts which have arisen on this subject ere any further mischief arises.

COMMENTS ON CURRENT ENGLISH DECISIONS.

The Law Reports for November comprise (1892) 2 Q.B., pp. 585-613; (1892) P., pp. 321-378; (1892) 3 Ch., pp. 1-179; and (1892) A.C. 297-497.

RAILWAY—ACTION TO RECOVER FARE—PENALTY—TICKET USED FOR STATION OTHER THAN THAT FOR WHICH IT WAS ISSUED.

Great Northern Ry. Co. v. *Winder* (1892), 2 Q.B. 595, was an action against a passenger to recover a railway fare. The facts were that the plaintiffs had issued a ticket to the defendant for a trip from Leeds to Skegness for 8s., which was subject to a condition that if used for any intermediate station it would be forfeited, and the full fare charged. He alighted at Frisby, an intermediate

station, to which the ordinary fare was 9s. This action was brought in the County Court to recover 9s., or 1s. if the defendant should be held entitled to credit for the 8s. he had paid. The judge of the County Court nonsuited the plaintiffs on the ground that the action was for a penalty which could only be recovered before justices; but the Divisional Court (Day and Charles, JJ.) held that the action was clearly on contract, and ordered a new trial.

CRIMINAL—RECEIVING STOLEN PROPERTY—RESUMPTION OF POSSESSION BY OWNER AFTER THEFT AND BEFORE RECEIVING.

The Queen v. *Villensky* (1892), 2 Q.B. 597, was a prosecution for receiving stolen goods knowing them to be stolen, in which a scheme to catch the receiver, though it established his moral guilt, nevertheless resulted in his escape from justice. The prosecutors were a firm of carriers, and a parcel was delivered to them for carriage, and while it was in the prosecutors' premises a servant of the prosecutors removed it to another part of the premises and placed upon it a label addressed to the prisoners by a name by which they were known, and at a house where they resided. The prosecutors' superintendent discovered this, and, after inspection of the parcel, directed it to be replaced where the thief had put it, and to be sent with a special delivery-sheet in a van, accompanied by two detectives, to the address given on the label. At that address it was received by the prisoners under circumstances clearly showing that they knew that it had been stolen. In the indictment, the property in the parcel was laid in the carriers; an offer to amend it by alleging the property to be in the consignees was declined. Upon a case stated by the chairman of the sessions, it was held by Lord Coleridge, C.J., Smith, J., Pollock, B., and Cave and Bruce, JJ., that as the person in whom the property was laid had resumed possession of the stolen property before its receipt by the prisoners, it had then ceased to be stolen property, and the prisoners could, therefore, not be convicted of receiving it knowing it to be stolen.

CRIMINAL LAW—CARNAL KNOWLEDGE OF GIRL UNDER THIRTEEN BY MALE UNDER FOURTEEN—CRIMINAL LAW AMENDMENT ACT, 1885 (48 & 49 VICT., C. 69), S. 4—(CAN. CRIM. CODE, SS. 7, 8, 10, 266, 269).

In *The Queen* v. *Waite* (1892), 2 Q.B. 600, the Court for Crown Cases Reserved (Lord Coleridge, C.J., Smith, J., Pollock, B., and Cave and Bruce, JJ.) unanimously decided that a boy under fourteen cannot be convicted of the offence of having carnal knowledge of a girl under thirteen. The new Canadian Criminal Code seems to leave it somewhat doubtful whether this decision would be law here; for though s. 7 declares that any circumstances which at common law would be a defence to any charge shall remain in force, "except in so far as they are hereby altered or inconsistent therewith," yet s. 10 seems to declare that a child over seven and under fourteen may be convicted of a crime if "he was competent to know the nature and consequences of his conduct, and to appreciate that it was wrong." And while s. 266, which deals with the offence of rape, expressly declares that no one under fourteen can commit the offence, yet s. 269, which deals with the carnal knowledge of girls under fourteen, has no such limitation.

COLLISION—BARGE SUNK WHILE MOORED AT DOCK—NEGLIGENCE—CONTRIBUTORY NEGLIGENCE.

The Hornet (1892), P. 361, was an admiralty case arising out of a collision. The plaintiff's barge, while moored at a dock, was run into by the defendants' tug the *Hornet*, and sunk. The defendants contended that the plaintiffs were guilty of contributory negligence in not having a man on board the barge at the time of the collision; but Jeune, P., and Barnes, J., upheld the judgment of the City of London Court in favour of the plaintiffs, on the ground that the absence of a man on the barge had nothing to do with the collision, and it would have been impracticable to have beached the barge afterwards.

WILL—EXECUTION OF WILL—"FOOT OR END"—15 & 16 VICT., C. 24, S. 1 (R.S.O., C. 109, S. 12).

In re Fuller (1892), P. 377, a will, of which the whole disposing part was written on the first side of a sheet of foolscap paper, and of which the second and third sides were left blank, and the attestation clause with the signatures of the testator and witnesses were on the fourth page, and the question was whether it was duly executed. Jeune, P., P.D., held that it was.

COMPANY—MISREPRESENTATION IN PROSPECTUS ISSUED BY PROMOTERS—APPLICATION FOR SHARES BEFORE FORMATION OF COMPANY—RETURN OF ALLOTMENT MONEY—INTEREST.

In re Metropolitan Coal Consumers' Association (1892), 3 Ch. 1, is a case of a novel character, and which, as Lindley, L.J., observed, presented a good deal of difficulty. It was an application by Karberg, a shareholder, to be removed from the list of contributories on the ground that he had been induced to subscribe for the shares on the faith of a misrepresentation contained in a prospectus. The prospectus in question had been signed by the promoters of the company prior to its formation, and stated that the company was to be incorporated under The Companies Act, and an extract was given from the proposed articles of association to the effect that there would be a council of administration of members of the company, and a list of members of the company was given containing the names of Lord Brabourne and Admiral Mayne. The former of these gentlemen had, in fact, signed a printed form expressing his willingness to become a member of the council of administration of the intended company, and Admiral Mayne had written to the promoters promising to help the company. On the 31st January, three days after Karberg's application was received, the company was registered, and on the 2nd February the directors allotted the shares in question to Karberg. Neither Admiral Mayne nor Lord Brabourne became members of the company. The Admiral refused to take shares on the 21st January, and Lord Brabourne also refused on the 16th February, and they both declined to become members of the council. On the 11th of February Karberg paid the allotment, and on the 26th June following he discovered that Lord Brabourne and Admiral Mayne had refused to become members, and the present application then commenced. Kekewich, J., dismissed it on the ground that, even if the representation were untrue, the company was not bound by the statements in the prospectus of the promoters, issued before the company had acquired any legal existence. But the Court of Appeal (Lindley, Bowen, and Kay, L.JJ.) thought

that this short mode of disposing of the case was not satisfactory, and they proceeded to investigate the facts, and having come to the conclusion that the prospectus was intended to mean, and did mean, not only that Lord Brabourne and Admiral Mayne had not only expressed their willingness to become members of the council, but had so far approved of the project as to have authorized the publication of their names in the list of those who would be members of the council of the company when formed, which was contrary to the fact, they held that the company could not sever the application based on the prospectus from the prospectus, and though the company, not having itself made the representation, could not be made liable in damages, yet as regards a contract induced by such a representation it was, as regards the question of the rescission of the contract, in the same position as if it had itself made the representation without knowing it to be untrue; and that as in an action for rescission on the ground of misrepresentation it is not necessary to prove knowledge by the defendant of its untruth, the applicant was therefore entitled to succeed, and to have his allotment money refunded, with interest thereon at four per cent., not by way of damages, but on the ground that the parties were to be restored, as far as possible, to their original position.

LUNATIC—MARRIED WOMAN—COMMITTEE, RIGHT OF HUSBAND OF LUNATIC TO BE APPOINTED AS.

In re Davy (1892), 3 Ch. 38, the Court of Appeal (Lindley and Lopes, L.JJ.) affirmed the ruling of the Master in Lunacy, that the husband of a lunatic wife has no absolute right to be appointed the committee of her person, and that where the court thinks it will be more for the benefit of the lunatic to appoint some other person as such committee it has power to do so. In this case the court, in the exercise of that discretion, refused to appoint the husband.

LESSOR AND LESSEE—AGREEMENT TO LEASE PUBLIC HOUSE—"UNUSUAL COVENANTS"—DATE OF COMMENCEMENT OF TERM.

In re Lander & Bagley (1892), 3 Ch. 41, was an application under The Vendors and Purchasers Act, 1874, s. 9 (R.S.O., c. 112, s. 3), arising on an agreement for the lease of a public house. One of the questions submitted to the court was whether covenants to reside on the premises and personally conduct the business, and not to assign without consent, and a proviso for entry for breach of any covenant, were "usual" covenants and stipulations in such a lease. Chitty, J., held that they were not, and that the proviso for re-entry must be confined to non-payment of rent; the principle on which the court acts in determining what are to be deemed "usual" covenants being that, where a man has agreed to grant a term of, say, twenty-one years, the court in framing the lease will not insert provisions which would cut down that term to something less, or impose any restraint on alienation, unless there be an express stipulation to that effect. Another question was as to the date at which the term was to commence. The agreement was silent as to this, but provided that possession was to be given "within one month from this date," and the court held that the date of the commencement of the term could be collected from the agreement as a whole, and that the day on which the possession was actually given, a fact as to

which evidence was admitted, was the date from which the term was to commence. We may observe that in this case a question was raised whether there was any valid contract, and the court declared that there was; but by R.S.O., c. 112, s. 3, it is only questions not affecting the existence or the validity of the contract which the court has any jurisdiction to determine under the Act, the intention apparently being that where disputes exist as to the validity or existence of the contract, they must be determined in the usual way by action.

WILL—CONSTRUCTION—ESTATE—JOINT TENANCY—TENANCY IN COMMON—LAPSE.

In re Atkinson, Wilson v. *Atkinson* (1892), 3 Ch. 52, was an action for the construction of a will. The testator gave his residuary real and personal estate to trustees in trust for his nephews, John, Thomas, and Garvin, and for their respective heirs, executors, administrators, and assigns. John predeceased the testator, and Garvin had died after the testator, an infant and unmarried. The problem for the court was what estate John, Thomas, and Garvin took, and whether John's share had lapsed or not. North, J., following *Ex parte Tanner*, 20 Beav. 374, and *Doe* v. *Green*, 4 M. & W. 229, decided that the nephews were joint tenants for their lives and the lives of the survivors and survivor of them, with several remainders to them as tenants in common; that Thomas was entitled to the income of the whole for his life, and that John's share in remainder had lapsed, and devolved as on an intestacy. Under R.S.O., c. 108, s. 20, it would seem probable that such a bequest would, in Ontario, be construed as creating a tenancy in common.

TRUSTEE—VESTING ORDER—PERSONAL REPRESENTATIVE OUT OF JURISDICTION—TRUSTEE ACT, 1850, SS. 24, 25.

In re Trubee's Trusts (1892), 3 Ch. 55, North, J., made a vesting order under the Trustee Act, 1850, vesting certain stock, standing in the name of a deceased person, in his executor, who had proved the will in Scotland, but not in England.

EXECUTOR—STATUTE OF LIMITATIONS, RIGHT OF RESIDUARY LEGATEE TO REQUIRE EXECUTOR TO PLEAD.

In re Wenham, Hunt v. *Wenham* (1892), 3 Ch. 59, was a summary application by an executor by way of originating summons, for the purpose of obtaining an adjudication as to whether or not the estate was liable to one of the defendants, who claimed to be a creditor. The other defendant was the residuary legatee, and claimed that the debt was barred by the Statute of Limitations, but the executors (unless so directed by the court) declined to set up the statute. North, J., held that the parties must be treated as though, under the former practice, an administration decree had been made, and that consequently the residuary legatee was entitled to insist on the statute being set up as a defence to the claim.

POWER TO BE EXERCISED BY REFERENCE TO SUBJECT-MATTER—POLICY OF LIFE ASSURANCE—EXERCISE OF POWER.

In re Davies, Davies v. *Davies* (1892), 3 Ch. 63, a testator had effected a policy of life assurance with a society the rules of which provided, among other things, that the assured might nominate any person to receive the sum assured, and

that if no nomination should be existing when the sum assured became due that it should be paid to the assigns, if any, of the assurer, so far as the claims of the assigns should extend, in every case where such claim should have arisen under any disposition or charge made by the assurer specifically affecting such sums, or any part thereof, either by express reference, or by reference generally to sums due upon assurances, whether such disposition or charge should be made by deed, will, or other instrument. In case there should not be any nomination nor any such disposition or charge existing in respect of the sum assured when due, it was to be payable to the widow of the assurer, if any; and, if none, then to his children living at his death, in equal shares. The testator made no disposition of the policy by express reference, or by general reference to sums assured, by his will, but the will contained a general residuary bequest. North, J., held that the policy was payable to the testator's surviving children according to its terms, and was unaffected by the will.

PRACTICE—DISCOVERY.

Attorney-General v. *North Metropolitan Tramways Co.* (1892), 3 Ch. 70, was an action brought by the Attorney-General, on the relation of several tram-car manufacturers, to restrain the defendants, a company incorporated by Act of Parliament, from manufacturing and supplying rolling stock to other companies by means of capital not authorized to be so applied, and contrary to the provisions of the Act of incorporation. On an application for discovery, North, J., refused to order defendants to make a general affidavit of documents, but restricted the plaintiffs to interrogating the defendants as to what capital they were employing.

JOINT STOCK COMPANY—DEBENTURE-HOLDERS—POSTPONEMENT OF CHARGE TO SUBSEQUENT MORTGAGE—POWER TO BIND NON-ASSENTING DEBENTURE HOLDERS TO MODIFICATION OF THEIR RIGHTS.

Follit v. *Eddystone Granite Quarries* (1892), 3 Ch. 75, was an action by debenture-holders disputing the priority of a mortgage made subsequently to the debentures. By the deed securing the debentures it was, among other things, provided that the debentures should constitute a first charge on the company's assets, but that a general meeting of the debenture-holders should have power, by extraordinary general resolutions passed by a certain majority, to "sanction any modification or compromise of the rights of the debenture-holders against the company or against its property," so as to bind all the debenture-holders, whether present or not. Under this provision a meeting was held, at which a resolution was passed by the required majority sanctioning a loan to the company of £5,000, and resolving that "such loan shall take priority over the existing debentures, and shall be a first charge on the company's properties." The shareholders passed a similar resolution, and in pursuance thereof the loan was effected and a mortgage executed charging all the company's property in favour of the mortgagee, and the trustees for the debenture-holders postponed their security in favour of this mortgage. The plaintiffs claimed that the resolution of the debenture-holders was *ultra vires;* but Stirling, J., was of opinion that the reso-

lution sanctioning the loan and giving priority to the mortgage over the debentures was valid, and was a "modification" of the rights of the debenture-holders within the condition, and was binding on all the debenture-holders, and he therefore dismissed the action, so far as the plaintiff claimed relief against the mortgagee, with costs.

WILL—DEVISE TO CHILDREN—LEGITIMACY—CHILDREN LEGITIMATED BY SUBSEQUENT MARRIAGE OF PARENTS—DOMICIL.

In re Grey, Grey v. *Stamford* (1892), 3 Ch. 88, a testator, domiciled in England, devised real estate and bequeathed personal estate to trustees upon trust for his son for life, and, after his son's death, for all his son's children in equal shares. The son had acquired a domicil in a British colony, where by law the marriage of parents legitimated children previously born, and he there married a lady by whom he previously had a son. The question was whether this son was entitled to take under the will. Stirling, J., decided that the term "children" in the will meant legitimate children, but that the question of who are legitimate was a question of *status* determinable by the law of the domicil of the parent, and therefore the son born prior to the marriage was entitled to take.

MORTGAGE OF SHARES—CREDITOR'S ACTION TO ADMINISTER MORTGAGOR'S ESTATE—RECEIPTS BY RECEIVER—RIGHT OF MORTGAGEE AS AGAINST RECEIVER APPOINTED AT INSTANCE OF CREDITOR OF MORTGAGOR.

In re Hoare, Hoare v. *Owen* (1892), 3 Ch. 94, the relative rights of a mortgagee and a receiver appointed at the instance of a creditor of the mortgagor in an administration action was discussed. In this case the mortgage in question was of certain shares in a joint stock company, and was made in 1886. The mortgagee took no steps to have himself registered as owner of the shares until 1892. The mortgagor, however, died in 1889, having paid interest on the mortgage debt down to April, 1888. In 1889 a creditor's action for the administration of the mortgagor's estate was instituted, and a receiver appointed, who received from the company certain debentures in payment of arrears of dividends due on the mortgaged shares. In 1892 the mortgagee valued his security and proved for the balance of his debt, and was afterwards registered as transferee of the shares, and he now claimed that the debentures handed to the receiver should be delivered to him. But Stirling, J., was of opinion that the debentures were not in *custodiâ legis* for his benefit, but were assets in the hands of the receiver for administration, who for this purpose was in the same position as an executor. In this respect a receiver differs from a sequestrator.

TRUSTEE—BREACH OF TRUST—TRUSTEE ACT, 1888 (51 & 52 VICT., C. 59), S. 6 (54 VICT., C. 19, S. 11 (O.))—BREACH OF TRUST COMMITTED AT INSTIGATION, OR REQUEST, OR WITH THE CONSENT IN WRITING OF BENEFICIARY—VERBAL REQUEST—INDEMNITY OF TRUSTEE.

In *Griffith* v. *Hughes* (1892), 3 Ch. 105, a question arose as to the proper construction of the Trustee Act, 1888, from which the Ontario Act, 54 Vict., c. 19, s. 11, is copied. That section provides that where a trustee commits a breach of trust "at the instigation, or request, or with the consent in writing of a beneficiary," the court may make an order impounding the beneficial interest of the

beneficiary in the trust for the indemnity of the trustee; and the question in this case was whether a "verbal request" was sufficient to entitle the trustee committing the breach of trust to the benefit of the statute, and the court (Kekewich, J.) held that it was. In this case a trustee for a married woman, a tenant for life restrained from anticipation, advanced a part of the capital to her upon her verbal request and statement that the money was needed to prevent her home from being sold up, and an order was made authorizing the trustee to make good the sum so advanced out of the income payable to the married woman. In *Ricketts* v. *Ricketts*, 64 L.T.N.S. 653, Romer, J., had refused to give a trustee the benefit of the Act because he had knowingly committed what he knew to be a breach of trust; but Kekewich, J., without disputing the correctness of that decision, considers that where both the beneficiary and the trustee know that what is done is a breach of trust, the trustee is entitled to the indemnity.

MERGER—INTENTION—LIFE ESTATE AND ESTATE PUR AUTRE VIE—JUDICATURE ACT (36 & 37 Vict., c. 66), s. 25, s-s. 4—(ONT. JUD. ACT, s. 53, s-s. 3).

In *Snow* v. *Boycott* (1892), 3 Ch. 110, a lady entitled to an equitable estate for life, being of advanced age, and desirous of relinquishing the management of the lands, conveyed her estate to the person entitled as tenant for life on her death, to hold to him during all the remainder of her life, to the use that she might henceforth during the rest of her life receive £400 per annum, to be issuing out of the rents and profits, and subject thereto to the use of the second tenant for life, his heirs and assigns, during the remainder of her life. The grantee having died in the grantor's lifetime, the question was raised whether there had been a merger of the life estate of the grantor in that of the grantee. Kekewich, J., held that there had not, as there was no intention that any such merger should take place, and that the Judicature Act, s. 25, s-s. 4 (Ont. Jud. Act, s. 53, s-s. 3) applied.

NEW TRUSTEES, APPOINTMENT OF, BY COURT—SUBSISTING POWER TO APPOINT NEW TRUSTEES—JURISDICTION—BENEFICIARIES—TRUSTEE ACTS, 1850, 1852 (13 & 14 VICT., c. 60; 15 & 16 VICT., c. 55)—CONVEYANCING AND LAW OF PROPERTY ACT, 1881, s. 31 (R.S.O., c. 110, s. 3).

In re Higginbothom (1892), 3 Ch. 132, Kekewich, J., decided that where there is a surviving trustee entitled and desirous of executing a power to appoint new trustees under the Conveyancing and Law of Property Act, 1881, s. 31 (R.S.O., c. 110, s. 3), the court has no jurisdiction under the Trustee Acts, 1850 and 1852, to make the appointment, even though a majority of the beneficiaries desire it, and the existing trustee has himself no beneficial interest.

LIGHT—INJUNCTION—IMPLIED GRANT OF LIGHT.

Corbett v. [illegible] (1892), 3 Ch. 137, was an action for an injunction to restrain the defendant from building so as to interfere with the access of light to the plaintiffs' building. The plaintiffs were lessors of a house in the city of London, and at the date of the lease the lessors were owners in fee of an adjacent house and land which they subsequently conveyed to the defendant. The defendant proposed to erect on his land a house thirteen feet higher than the

existing house. Part of the plaintiffs' premises were occupied by wool brokers, who used one of the rooms for sorting and valuing samples of wool, for which a strong light was required, and it appeared that if the defendant erected a house of the proposed elevation two of the windows in the plaintiffs' premises would be so darkened that these processes could not be carried on on the ground floor so advantageously as formerly, but there would be still sufficient light for all ordinary purposes. Under these circumstances, Kekewich, J., held that the plaintiffs were not entitled to an injunction, and that the implied grant of light by the defendant's predecessor in title could not be construed to extend to anything more than the access of light for ordinary business purposes, as no intention could be imputed to the parties to the plaintiffs' lease that the demised premises were to be used for any purpose requiring an extraordinary amount of light.

VENDOR AND PURCHASER—RESTRICTIVE COVENANT—COVENANT AGAINST BUILDING WITHOUT CONSENT OF VENDOR, "HIS HEIRS OR ASSIGNS"—"ASSIGNS," MEANING OF.

Everett v. *Remington* (1892), 3 Ch. 148, was an action brought to enforce a covenant against building. The facts of the case were as follows: One Durrant, being the owner of an estate, in 1874 began to sell it off in lots. Purchasers or lessees were shown a form of agreement whereby they were required to enter into a covenant not to build without the consent of Durrant, "his heirs or assigns." In 1874 Durrant entered into an agreement to lease to the same person two plots, Blackacre and Whiteacre, on each of which a house was to be built, and the lessee was to have the option to purchase the fee. The agreement provided that the lease and subsequent conveyance were to contain a covenant against further building without the consent aforesaid. The fee simple was conveyed to an assignee of the lease of Blackacre in 1879; and the plaintiff became the owner of it in 1883. The fee of Whiteacre was conveyed to defendant as assignee of the lease of that lot in 1876, and the conveyance contained the covenant against further building without the concurrence of Durrant, "his heirs or assigns." In 1890 Durrant having died still entitled to a large part of the estate, the defendant, with the consent in writing of his successors in title of such part of the estate as had not been sold, erected further buildings on his land, which the plaintiff claimed to be a breach of the covenant, and for the removal of which he claimed a mandatory injunction. Romer, J., was of opinion that the plaintiff was not entitled to enforce the covenant; but without deciding that point he held that, even if he were, there had been no breach of the covenant; that the word "assigns" did not extend to every transferee of any part of the estate, but was confined to the owners for the time being of such part of the original estate, in its popular and broad sense, as remained unsold, and did not extend to every lessee or purchaser of a small part; the learned judge's conclusion being based largely upon considerations of the great inconvenience which would result were a different construction given to the covenant. In such a case, even supposing the plaintiff were within the term "assign," yet at most he was only a partial assignee, and, query, as such, could he enforce the

covenant without joining all others interested as assignees? If he could sue alone, every other assignee could do so, and the covenant would be split into as many covenants as there happened to be assignees?

INTERLOCUTORY INJUNCTION—UNDERTAKING AS TO DAMAGES—MEASURE OF DAMAGES—RESTRAINING SALE OF SHARES.

Mansell v. *British Linen Co. Bank* (1892), 3 Ch. 159, was an action brought by the plaintiff claiming to be entitled to certain shares, and in which an interlocutory injunction was granted on the usual undertaking as to damages, restraining the shareholder and his mortgagees from selling the shares *pendente lite*. Before the trial, the mortgagees applied to have the shares sold, and the proceeds paid into court; but this application was successfully opposed by the plaintiff and the mortgagor. At the trial the action was dismissed. A question then arose as to the proper measure of the damages payable by the plaintiff under his undertaking. Romer, J., held that in ascertaining the damages the measure was not the difference between the price of the shares when the action was dismissed and the highest market price they had reached *pendente lite*; but that all the facts must be considered, including the fluctuations of the market during the continuance of the injunction; and that the difference between the market price when the injunction was granted and the price when the application for sale was made was the proper measure of damages.

Notes and Selections.

JURIES IN INDIA.—The *Indian Jurist* says things are not so bad there as in America in reference to trial by jury; though they are apparently bad enough. The following illustration is given: A man was tried at Benares for a brutal outrage on a girl aged eight years. Four out of the five jurymen returned a verdict of not guilty, which the judge refused to accept, and referred the case to the High Court, which promptly set it aside and convicted the prisoner, and sentenced him to rigorous imprisonment for seven years. We do not see that their juries are any improvement upon ours; but the law which enables them so promptly to remedy such a denial of justice on their part most certainly is.

THE RIGHT OF ASYLUM.—Mr. John Bassett Moore, Professor of International Law, Columbia College, New York, contributes to the *Political Science Quarterly* several interesting papers on "Asylum" in legations, and consulates, and in vessels, treating of the right of asylum; early diplomatic privileges and their decadence; survivals of asylum in Europe; asylum in America; diplomatic asylum in international law; and asylum in vessels. The subject may not be one of much interest to the general practitioner; but the lawyer who desires to be fully equipped, and has time for some very interesting reading, tending to enlarge the horizon of his mind, could not do better than read this collection of Mr. Moore's very valuable essays.

LIABILITY OF CITY FOR NEGLIGENT FIREMAN.—The recent case of *Gillespie* v. *Lincoln*, 52 N.W. Rep. 811, decided by the Supreme Court of Nebraska, should be read in connection with that of *Dodge* v. *Granger* (R.I.), 35 Cent. L.J. 49. In the Nebraska case it was held that a city is not liable at common law for the negligent acts of the members of its fire department. In that case, plaintiff's intestate was struck and killed by a ladder wagon or truck belonging to the fire department of the defendant city, through the negligence of the driver thereof, a member of said department, while driving along one of the streets of the city for the purpose of exercising a team of horses belonging to the department.

After a review of the authorities, it was held that the city was not liable. Upon the general subject of the liability of cities for injuries by a fire department, see note to above case in 35 Cent. L.J. 50.

CRITICIZING JUDGES.—Mr. Thomas Beven, a junior barrister, thus discusses the judgments of the House of Lords in *Smith* v. *Baker* in a recent number of the *Law Quarterly Review*. The judgments in that case in the Lords, he says, contain "a wealth of unnecessary dicta." "Lord Herschell's suggestions about *Thomas* v. *Quartermaine* appear to be altogether apart from any point raised in the case." "There runs through all the opinions, excepting Lord Bramwell's and Lord Morris', a generality of expression applicable possibly to any case, or may be to no case." "A proposition" (of Lord Herschell) "of enormous extent is advanced, and without the faintest attempt to define its application." "The Lord Chancellor, in his judgment, has—perhaps unfortunately—introduced a new ambiguous expression . . . . consented to take the risk upon himself." "In either view, the Lord Chancellor's principle is unnecessary." "Lord Bramwell . . . . the paradoxical expression in which he indulged." Finally, "What an immense and irreparable loss the House of Lords suffered when Lord Cairns ceased to attend and mould its judicial deliberations."

JUDICIAL SENTENCES.—It is very difficult to comprehend the reasons which guide some judges in the infliction of penalties. Some time ago a ruffian named Baker was indicted before Mr. Justice Hawkins for felonious killing. The prisoner was driving his horse and cart at a rapid pace along a road where a number of people were standing. Instead of slackening his pace he drove through the crowd, and the shaft of his cart knocked down a bystander, from which injury he, the bystander, died in a few hours. The prisoner, when told that he killed the man, said: "And a good job, too. What business had he to be there?" The learned judge, in summing up, stated (as of course everybody knew) that people had a right to walk over the road, and were not to be driven over recklessly merely because they happened to be there. The question left to the jury was whether the prisoner was driving recklessly and without reasonable care. The jury having found the prisoner guilty of manslaughter, the learned judge

expressed his approval of the verdict. He then read a list of former convictions of the prisoner for offences of a similar character, and sentenced him to three months imprisonment with hard labor. *Parturiunt montes nascetur ridiculus mus.* A murderer with a long list of convictions against him gets three months' imprisonment!

WIDOWS IN INDIA.—A most amusing letter, dated as of the 3rd of August, and printed in the *Madras Standard*, above the signature "A Sympathizer," vividly describes the sufferings of a Brahman widow, which included the shaving of her head. The writer states: "All her entreaties were in vain. At the fixed hour, when she resisted and refused to undergo this ceremony, her hands and legs were tied with a rope, some persons caught hold of her and the crown of her head was removed, then she fainted and fell senseless, and was ill for some days after that event." He then goes on to observe: "I know that people are punished for cruelty to animals, and I leave the readers of your journal to judge whether this act can be classified as cruelty to a human being, although it is a privileged custom." If, indeed, it is a privileged custom in the benighted presidency to remove the crown of the Brahman widow, the society for the suppression of cruelty to animals certainly should look to it. Another statement of this agreeable writer is very puzzling. He says the widow "came away to Madras without the knowledge of her parents, with her attendant, a Sudra woman, wearing the only cloth she had on her body at the time she left her house and went directly to Miss Brandon." Now—which of the two wore the only cloth? And whose was it?—*Indian Jurist.*

EVIDENCE OF ACCUSED PERSONS.—How often do we find counsel employed to defend persons accused of crimes pointing out to the jury that "the prisoner's lips are sealed!" The incompetence of a prisoner as a witness at his own trial is, as Sir James Stephens has remarked, "one of the most characteristic features of English criminal procedure." It would seem that, down to the period of the Civil War, prisoners were usually in errogated on being arraigned. Under the Stuarts, questions were still asked of the accused, though, owing principally to the unpopularity of the Star Chamber procedure, the maxim "No one is bound to accuse himself" began to be recognized as one of the first principles of justice. The practice of questioning the prisoner died out soon after the Revolution of 1688; and, as the rules of evidence passed from the civil to the criminal courts, the rule that an interested party was incompetent as a witness, which prevailed in civil cases up to 1853, was extended to criminal cases. It should, however, be observed that formerly a prisoner accused of felony could not be defended by counsel, and had, therefore, to speak for himself. Moreover, by certain statutes of Philip and Mary, the committing magistrate was authorized to "take the examination of the person suspected." In 1848 the present system was established by the 11 & 12 Vict., c. 42, under which the prisoner is asked whether he wishes to say anything, and is warned that, if he chooses to do so, what he says will be taken down, and may be given in evidence at his trial. It

is clear, then, that, as the law stands, the prisoner is absolutely protected against all judicial questioning before or at the trial, and that, on the other hand, he and his wife are prevented from giving evidence in their own behalf. In recent statutable offences, the tendency of legislation has been to allow the accused person to be examined. By the Criminal Law Amendment Act of 1885 (48 & 48 Vict., c. 69), s. 20, every person charged with an offence under that Act shall be a competent, but not compellable, witness in every hearing at every stage of such charge. Such evidence would not be admissible in a case of common assault.

The rule that a prisoner is incompetent as a witness at his own trial is highly favourable to guilty persons. A prisoner who is guilty of the crime with which he is charged necessarily knows more about the details than any other person. On the other hand, an innocent person cannot, except by some combination of blunders, strengthen the case for the prosecution, and, therefore, his examination would probably tend to exonerate him. The old saying that it is better ninety-nine guilty persons should escape than that one innocent person should suffer is based on a humane sentiment; but the better maxim to adopt would be: "Let no guilty person escape punishment, and let no innocent person be condemned." When an ignorant man or woman happens to be accused of an offence, without a chance of explaining the facts as a witness at the trial, the result is often the conviction of one who is entirely guiltless. Sir James Stephen gives a curious instance of this. A man was indicted at Quarter Sessions for stealing a spade. The evidence was that the spade was safe the night before, and was found in his possession next day, and that he gave no account of it. He made no defence, and was immediately convicted. When asked whether he had anything to say why sentence should not be passed on him, he replied: "Well, 'tis hard I should be sent to jail for this spade, when the man I bought it from is standing there in court." The chairman caused the man referred to to be examined, and, the innocence of the prisoner having been demonstrated, the verdict was recalled, and he was set free.

The accused should be competent to give evidence in his own defence, and might then be cross-examined by the counsel for the prosecution. If this were done, guilt would frequently be brought home through the agency of the prisoner himself. The Crown should not, however, have the right to call the prisoner as a witness, for this would be an obvious injustice. The examination of the prisoner should not be compulsory. If he preferred not to give evidence, he should be allowed to exercise his own discretion. It may be assumed that if the competency of the accused to give evidence, no matter what may be the nature of the offence, were once established, innocent persons would almost invariably offer themselves as witnesses in their own defence, even at the cost of undergoing a severe cross-examination.—*Irish Law Times.*

RECREATIONS OF LAWYERS.—Angling (salmon fishing, perhaps, excepted) is not a favourite sport with lawyers. It is, as old Isaac Walton calls it, "the con-

templative man's recreation," and the lawyer is the reverse of contemplative. Lord Bacon was, indeed, a notable exception, but his "contemplative planet" went near to marring his fortunes. Hence the average lawyer is inclined to indorse Dr. Johnston's uncomplimentary definition of a fishing rod. What anglers there are are mostly Chancery barristers, yet Lord Westbury delighted in a day's trout fishing; indeed, it was almost the only relaxation he allowed himself while Chancellor. Cricket, on the other hand, like Catholic truth, is received *semper, ubique, ab omnibus*. To play it scientifically, to play in county matches, requires more time than the practising lawyer can afford; but to play it in an amateurish way is open to all. The present writer, then a very small boy, used to play at this invigorating pastime with the late Serjeant Parry, and he has a lively recollection of the portly serjeant tripping on one occasion in his fielding, and measuring his length on the greensward. "Many a rood he lay." Only quite recently Mr. Justice Grantham broke his leg in the most honourable manner in assisting at a village cricket match. Sir Alexander Cockburn's ruling passion was yachting. Mr. Justice Wills has achieved distinction as an Alpine climber. It was while bathing that the late lamented Lord Justice Thesiger was struck by a wave which caused his untimely death. Sir Frederick Pollock is an expert swordsman. That "admirable Crichton," Mr. Justice Chitty, is as much at home with the racquet and the oar as he is with the technicalities of equity, to quote only a few instances of the physicial vigour and versatility of the English Bar and Bench.

Riding, says the poet, Mathew Green (and rightly),

> "I reckon very good,
> To brace the nerves and stir the blood."

Lord Campbell rode every morning to Westminster Hall, and back in the evening. So did Lord Abinger, though very corpulent; so did Malins, V.C., to Lincoln's Inn, till he broke his arm. Many a hard-worked barrister, Sir Horace Davey included, takes his morning gallop in the Row. In the old days, when judges rode the circuits, riding was a very necessary judicial accomplishment; but in Lord Tenterden's time this had yielded to the postchaise, and when Lord Tenterden was recommended horse exercise he distinctly declined, saying he should certainly fall off, like an ill-balanced sack of corn, as he had never crossed a horse any more than a rhinoceros; which reminds one of Lord Macaulay's remark when he was offered a horse to take him as minister to Windsor: "If Her Majesty wishes to see me ride, she must order out an elephant." The accident which Lord Tenterden apprehended did befall Mr. Justice Twisden on the last occasion on which the judges went in procession to Westminster Hall on horseback. The procession, once settled for the march, proceeded statily along. But when it came to straights and interruptions, "for want of gravity in the beasts and too much in the riders," as Roger North expresses it, "there happened some curveting which made no little disorder, and Judge Twisden, to his great affright and the consternation of his grave brethren, was laid along in the dirt." Need it be added that the learned judge arose *valde iratus*.

Cicero could be a lawyer and a man of letters also. Lord Coleridge is so,

too, happy in a double inheritance of genius; but the combination is a rare one, though many a lawyer quits the thorny roads of jurisprudence for the "primrose path" of literature. Sir William Blackstone seems to have felt their incompatibility when he wrote "The Lawyer's Farewell to his Muse," and said a fond adieu to the "Delikahs of the Imagination" before embarking on the stern task of "The Commentaries"; feeling himself, however, as he did so, like "an exile" going from home.

In the same devoted spirit Mr. Fearne, when he dedicated himself to "Contingent Remainders," burned all his profane library and wept over its flames, mourning more especially in this great act of renunciation for the Homilies of St. John Chrysostom to the people of Antioch, and for the *comedies of Aristophanes!* It is not recorded that Fearne ever returned to his scholarship, but Blackstone still found time to make critical remarks on Shakespeare, as another great judge of our own day has found time in his translation of the Æneid to reproduce for us "the stateliest measure ever moulded by the lips of man." Such "wantonings with the muse," as Kirke White would call them, are not in vain. They have left their impress on the luminous and eloquent diction of the commentaries; they are discernible in the finish of Lord Justice Bowen's judgments. Lord Selborne's reputation as a lawyer is none the worse because among the vulgar hustle of affairs his life, as has been well remarked, "has been elevated and ennobled by an element of ethereal texture—that love of poetry which has given us 'The Book of Praise.'"—*Law Gazette.*

Reviews and Notices of Books.

The Old English Manor. A study in English Economic History. By Charles McLean Andrews, Ph.D. (J.H.U.), Associate in History in Bryn Mawr College. Baltimore: The Johns Hopkins Press, 1892.

An Introduction to the Study of the Constitution. A study showing the play of Physical and Social Factors in the Creation of Institutional Law. By Morris M. Cohn, Attorney-at-Law. Baltimore: The Johns Hopkins Press, 1892.

The above-mentioned books have been received, and will be noticed hereafter.

DIARY FOR DECEMBER.

1. Thur....Chancery Division, H.C.J., sits. Prince of Wales born, 1844.
4. Sun.....*2nd Sunday in Advent.*
6. Tues.....General Sessions and County Court sittings for trial in York. Rebellion broke out, 1837.
7. Wed.....Rebels defeated at Toronto, 1837.
8. Thur....Sir W. Campbell, 6th C.J. of Q.B., 1825.
10. Sat.....Michaelmas Term ends. Annual fees to Law Society due—last day. Niagara destroyed by U.S. troops, 1813.
11. Sun.....*3rd Sunday in Advent.*
13. Tues.....County Ct. sittings for trial except in York.
15. Thur....J. B. Macaulay, 1st C.J. of C.P., 1849. Prince Albert died, 1861.
17. Sat.....First Lower Canada Parliament met, 1792.
18. Sun.....*4th Sunday in Advent.* Slavery abolished in the United States, 1862.
19. Mon.....Fort Niagara captured, 1813.
21. Wed.....St. Thomas. Shortest day.
24. Sat.....Christmas vacation begins.
25. Sun.....Christmas Day.
26. Mon.....St. Stephen. Upper Canada made a province, 1791.
27. Tues.....St. John. J. G. Spragge, 3rd Chancellor, 1869.
28. Wed .....Innocents' Day.
31. Sat .....Montgomery repulsed at Quebec, 1775.

Early Notes of Canadian Cases.

EXCHEQUER COURT OF CANADA

BURBIDGE, J.] [Sept. 1.

DE KUYPER ET AL. *v.* VAN DULKEN ET AL.

Trade mark—Rectification of register—Jurisdiction of Exchequer Court—54 & 55 Vict., c. 26—54 & 55 Vict., c. 35.

The court has jurisdiction to rectify the register of trade marks in respect of entries made therein without sufficient cause either before or subsequent to the 10th day of July, 1891, the date on which the Act 54 & 55 Vict., c. 35, came into force.

Quære: Has the court jurisdiction to give relief for the infringement of a trade mark where the cause of action arose out of acts done prior to the passage of the Act 54 & 55 Vict., c. 26?

Ferguson, Q.C., and *Duhamel* for demurrer.

Christie, Q.C., *contra.*

COUETTE ET AL. *v.* THE QUEEN.

Maritime law—Salvage—Government vessel—Special contract.

A steamship belonging to the Dominion Government went ashore on the island of Anticosti, and suppliants rendered assistance with their wrecking steamer in getting her afloat. The service rendered consisted in carrying out one of the stranded steamship's anchors and in taking a hawser and pulling on it until she came off. For carrying out the anchor it was admitted that the suppliants had bargained for compensation at the rate of fifty dollars an hour, but whether the bargain included the other part of the service rendered or not was in dispute. The service was continuous, no circumstances of sudden risk or danger having arisen to render one part of the work more difficult or dangerous than the other.

Held, (1) that the rate of compensation admittedly agreed upon in respect of carrying out the anchor must, under the circumstances, be taken as affording a fair measure of compensation for the entire service.

(2) A petition of right will not lie for salvage services rendered to a steamship belonging to the Dominion Government.

Pentland, Q.C., and *Stuart*, Q.C., for suppliants.

Cook, Q.C., and *Angers*, Q.C., for Crown.

MARTIAL *v.* THE QUEEN.

Tort—Injury to the person on a public work—Remedy—Prescription, interruption of—C.C. L.C., Art. 2227—50 & 51 Vict., c. 16.

The suppliant, who was employed as a mason upon the Chambly Canal, a public work, was injured through the negligence of a fellow-servant. Subsequent to the accident the Crown retained the suppliant in its employ as a watchman on the canal, and indemnified him for expenses incurred for medical attendance.

Held, that what was done was referable to the grace and bounty of the Crown, and did not constitute such an acknowledgment of a right of action as would, under Art. 2227, C.C.L.C., interrupt prescription.

Quære: Does Art. 2227, C.C.L.C., apply to claims for wrongs as well as to actions for debt?

Semble, that the Crown's liability for the negligence of its servants rests upon statutes passed prior to the Exchequer Court Act (50 & 51 Vict., c. 16), and that the latter substituted a remedy by petition of right or by a reference to the court for one formerly existing by a submission of the claim to the official arbitrators, with an appeal to the Exchequer Court, and thence to the Supreme Court.

David and *Sharp* for suppliant.

Hogg, Q.C., for Crown.

LAVOIE *v.* THE QUEEN.

Liability of Crown as common carrier—Negligence—Regulations for carriage of freight——Notice by publication in Canada Gazette—The Government Railways Act, 1881—The Exchequer Court Act (50 & 51 Vict., c. 16, s. 16)—Construction.

(1) Apart from statute, the Crown is not liable for the loss or injury to goods or animals carried by a Government railway occasioned by the negligence of the persons in charge of the train by which such goods or animals are shipped. By virtue of the several Acts of the Parliament of Canada relating to Government railways and other public works, the Crown is in such a case liable, and a petition of right will lie under the Act 50 & 51 Vict., c. 16, for the recovery of damages resulting from such loss or injury.

The Queen v. *McLeod* (8 S.C.R. 1) and *The Queen McFarlane* (7 S.C.R. 216) distinguished.

(2) The publication in the *Canada Gazette*, in accordance with the provisions of the statute under which they are made, of regulations for the carriage of freight on a Government railway is notice to all persons having occasion to ship goods or animals by such railway.

(3) One of the general conditions in the regulations applicable to the carriage of live stock by the Intercolonial Railway is that "all live stock conveyed over the railway are to be loaded and discharged by the owner or his agents, and he undertakes all risk of loss, injury, damage, and other contingencies in loading, unloading, transportation, conveyance, and otherwise, no matter how caused."

By the 50th section of the Act (R.S.C., c. 38) under which the regulations were made, it is provided that Her Majesty shall not be relieved from liability by any notice, condition, or declaration in the event of any damage arising from the negligence, omission, or default of any officer, employee, or servant of the Crown.

Held, that the regulations must be read as part of the Act (R.S.C., c. 38, s. 44), and that the condition did not relieve from liability where the loss or injury was occasioned by the negligence of the Crown's servants.

(4) The owner of a horse shipped in a box-car, the doors of which can only be fastened from the outside, and who is inside of the car with the horse, has a right to expect that the conductor of the train will see that the door of the car is closed and properly fastened before the train is started.

Belcourt and *Choquette* for suppliant.

Hogg, Q.C., for Crown.

MURPHY *v.* THE QUEEN.

Sale of ordnance lands in Quebec—Cancellation —23 Vict. (P.C.), c. 2, s. 20.

In the year 1876 the suppliant purchased a number of lots at an auction sale of ordnance lands in the city of Quebec. He paid certain instalments and interest thereon, amounting in all to the sum of $2,447.92. Being unable to complete the payments for which he was liable, he applied to the Crown in 1885 to appropriate the money paid by him to the purchase of three particular lots—Nos. 19, 38, and 39. This the Crown consented to do, and upon an adjustment of the account there was found to be a sum of $73.92 due to the suppliant, which by mutual arrangement was appropriated to the purchase of another lot (No. 100), leaving a balance due to the Crown of $126.08. When, however, the suppliant came to pay this balance and get his patents for the four lots, he was informed that lot 19 would probably be required for certain military purposes. He then tendered the balance due to the proper officer of the Crown in that behalf, but it was declined. Patents for lots 38, 39, and 100 were subsequently issued to the suppliant, and nothing further was done until 1886, when the Crown resumed possession of lot 19, which was followed up by an attempted cancellation of the sale of the lot under 23 Vict. (P.C.), c. 2, on the ground that as the balance due on the purchase had not been paid, the terms and conditions of sale had not been complied with.

Held, that the sale was not duly cancelled, that the suppliant had forfeited none of his rights under the sale, and was entitled to damages equal to the value of the lot at the time the Crown resumed possession thereof.

Quære: Has the Deputy Minister of the Interior the right to exercise the powers of cancellation vested in the Commissioner of Crown Lands by the 20th section of the Act of the old Province of Canada, 23 Vict., c. 2?

Code and *Stafford* for suppliant.

Hogg, Q.C., for Crown.

[Oct. 31.

THE CANADIAN COAL AND COLONIZATION COMPANY *v.* THE QUEEN.

Sale of Dominion lands—Reservation of mines and minerals—The Dominion Lands Act (43 Vict., c. 26)—Rights of purchaser.

Where the Crown, having authority to sell, agrees to sell and convey public lands, and the contract is not controlled by any law affecting such lands, and there is no stipulation to the contrary, express or implied, the purchaser is entitled to a grant conveying such mines and minerals as pass without express words.

Gormully, Q.C., and *Abbott*, Q.C., for plaintiffs.

Hogg, Q.C., for Crown.

SUPREME COURT OF JUDICATURE FOR ONTARIO.

COURT OF APPEAL.

[Nov. 8.

IN RE GILLESPIE ET AL. AND THE CITY OF TORONTO.

Municipal corporation—Local improvements—By-law.

A by-law imposing assessments for local improvements initiated by the city was quashed where the work done and the times of payment therefor were different from those set out in the notice of intention to do the work.

Judgment of GALT, C.J., upholding the by-law under legislation which the city on appeal waived the benefit of, reversed.

Aylesworth, Q.C., for the appellants.

H. M. Mowat for the respondents.

IN RE POUNDER AND VILLAGE OF WINCHESTER.

Municipal corporations—By-law—Voters.

A local option by-law, carried by a vote of 71 to 15, was quashed where it appeared that the returning officer had announced that he would not accept the votes of tenant voters, 74 of whom were on the list, though it was not shown that more than a very small number of these voters had made any attempt to vote, or had expressed any intention of voting.

Judgment of GALT, C.J., reversed, MACLENNAN, J.A., dissenting.

E. E. A. DuVernet for appellant.

Langton, Q.C., for respondent.

REGINA *v.* EDWARDS.

REGINA *v.* LYNCH.

Constitutional law—Evidence—Justice of the Peace—52 Vict., c. 15, s. 5.

A case can be stated by a justice of the peace under 52 Vict., c. 15, s. 5, for the judgment of the Court of Appeal only when the constitutional validity of the statute under which he acquires jurisdiction is called in question, and not when the constitutional validity of some other statute, such as a statute regulating procedure or evidence, is collaterally attacked.

E. E. A. DuVernet for the defendants.

J. R. Cartwright, Q.C., for the Crown.

WATT *v.* CITY OF LONDON.

Assessment and taxes—Place of business—Branch—Court of Revision—Bar.

A firm carrying on business at Brantford were held not assessable at London in respect of a large quantity of sugar stored by them in a warehouse there, orders for sugar being sent to the firm at Brantford by their traveller in London and the invoices being made out at and forwarded from Brantford, though the sugar was shipped from London and repayment of taxes paid under protest, after ineffectual appeals to the Court of Revision and the County Court judge were ordered.

Judgment of ARMOUR, C.J., reversed.

Gibbons, Q.C., for the appellants.

W. R. Meredith, Q.C., for the respondents.

DANCY *v.* GRAND TRUNK R. W. CO. ET AL.

Railways—Ticket—Contract—Condition—Damages—"Via direct line."

A condition in a railway ticket as to travelling "*via* direct line" was rejected as meaningless, each of three possible routes being circuitous, though one was shorter in point of mileage than the others.

The amount of damages allowed by the jury to the plaintiff because of his removal from the train while taking one of the longer routes was reduced by this court as unwarrantably large.

Judgment of the Queen's Bench Division, 20 O.R. 603, varied.

Aylesworth, Q.C., for the appellants.

Lount, Q.C., for the respondent.

MEWBURN *v.* MACKELCAN.

Principal and surety—Bond—Payment — Condition precedent—Penalty.

Under a bond conditioned to be void if the person on whose behalf it is given "shall indemnify and save harmless (the obligee) from payment of all liability of every nature and kind whatsoever," a right of action against the sureties arises in favour of the obligee as soon as judgment is recovered against him on a claim coming within the security. Payment of such claim by him is not a condition precedent.

Boyd v. *Robinson*, 20 O.R. 404, confirmed.

A bond without a penalty may be good as a covenant or agreement.

Judgment of ARMOUR, C.J., affirmed.

Robinson, Q.C., *Mackelcan*, Q.C., and *Marsh*, Q.C., for the appellants.

Lynch-Staunton and *Ambrose* for the respondent.

ZIMMER *v.* GRAND TRUNK R. W. CO.

Railway—Damages—Limitations—51 Vict., c. 29, s. 287 (D.)—R.S.O., c. 135, s. 5.

The plaintiff's father was killed on the 10th of February, 1891, by a fall from a bridge which crossed the defendants' line, and had been negligently allowed by them to be out of repair. The action was begun on the 10th of December, 1891, no letters of administration having been taken out.

Held, per BURTON, OSLER, and MACLENNAN, JJ.A. (HAGARTY, C.J.O., expressing no opinion), that this was not "damage sustained by reason of the railway," and that the limitation clauses of the Railway Act did not apply.

Held, also, *per* HAGARTY, C.J.O., BURTON, and MACLENNAN, JJ.A. (OSLER, J.A., expressing no opinion), that the provisions of R.S.O., c. 135 (Lord Campbell's Act), are not affected by special railway legislation of this kind, and that the action was begun in time.

Judgment of ROBERTSON, J., 21 O.R. 628, affirmed on other grounds.

McCarthy, Q.C., and *W. Nesbitt* for the appellants.

Rowe for the respondents.

HIGH COURT OF JUSTICE.

Queen's Bench Division.

Div'l Court.] [Nov. 21.

IN RE FORBES *v.* MICHIGAN CENTRAL R.W. CO.

IN RE MURPHY *v.* MICHIGAN CENTRAL R.W. CO.

Prohibition—Division Court—Judge reserving judgment without naming day—R.S.O., c. 51, s. 144—Failure to notify parties of judgment—Prejudice—Claim.

The county judge presiding in a Division Court heard two plaints, and in the presence of the agents for the parties, who made no objection, stated his intention of postponing judgment, but did not name a subsequent day and hour for the delivery thereof, as required by R.S.O., c. 51, s. 144. A month later the judge, without any previous announcement, gave judgment in writing in favour of the plaintiffs, handing it to the agent of the plaintiffs, who delivered it to the clerk of the Division Court. The defendants were not notified by the clerk that judgment had been given till seven weeks later, and till then neither they nor their agent had any knowledge of the judgment. It was then too late to move for a new trial.

Held, that it was the duty of the judge, before he gave judgment, to cause the parties to be notified that he would give judgment at a certain time; that not having done so he was acting without jurisdiction; that the defendants had been prejudiced by the course taken, and had not waived the objection, and were therefore entitled to an order of prohibition.

H. W. Mickle for the plaintiffs.

H. Symons for the defendants.

STREET, J.] [NOV. 16.

GRANT *v.* NORTHERN PACIFIC R.W. CO.

Railway companies—Railway carrying goods through other railways as agents—Loss of goods on agents' line—Liability of principal railway.

Action to recover the value of certain goods.

Evans, the purchaser of the goods in question in British Columbia, having the right to name the mode of transit, arranged with Blackwood, the defendants' agent there, that it should be forwarded by the Grand Trunk Railway and the Chicago & North-Western R.W. Co. to the defendants' care in St. Paul. The order to this effect having been forwarded by Blackwood to Belcher, the defendants' agent in Toronto, was by him forwarded to the plaintiffs with a request that they would ship the goods marked in the prescribed manner; and the plaintiffs did as directed.

Held, that the defendants must be taken to have received the goods by their agents, the Grand Trunk R.W. Co., upon a contract to carry and deliver them safely to the order of the consignee at Victoria, British Columbia. This contract was broken by their delivering the goods to a person other than the consignee, and plaintiffs having thus lost the value of the goods are clearly entitled to recover.

Wallace Nesbitt and *Thos. Wells* for the plaintiffs.

Bigelow, Q.C., for the defendants.

Chancery Division.

STREET, J.] [Sept. 24.

NASON *v.* ARMSTRONG.

Vendor and purchaser—Will—Devise—Estate—Condition of sale—Good title—Time within which to raise objection to title—Costs.

A testatrix by her will devised one-half of a lot to her daughter A.P., and the other half to her daughter B.P., and then provided: "And be it understood that if either of my daughters die without lawful issue, the part and portion of the deceased shall revert to the surviving daughter; and in the case of both dying without issue, then I authorize my brother (naming him), the priest of St. Paul's parish, and my executor, to subdivide the estate amongst my relatives as they shall deem right and equitable in their prudence, justice, and charity."

In an action by a purchaser from the defendants, who claimed through B.P. for specific performance of an agreement for purchase, or, in case they could not make a good title, for a return of the purchase money, it was

Held, that B.P. took a defeasable estate in fee, with a devise over to A.P. in case B.P. should die leaving no issue at her death, and, as B.P. was still alive, it was impossible to say that a conveyance from her passed a good title.

Little v. *Billings*, 27 Gr. 353, and *Ashbridge* v. *Ashbridge*, 22 O.R. 146, referred to.

Held, also, that notwithstanding a condition in the agreement that "The vendee to examine the title at his own expense, and to have ten days . . . for that purpose, and shall be deemed to have waived all objections to title not raised within that time," the vendee is entitled to a good title, and at any time before conveyance is entitled to show that the vendor cannot make any title to the land which the vendee has agreed to purchase.

Held, also, under the circumstances of this case, that the plaintiff had not by his conduct and delay waived his right to object to the title; but as he had not raised the objection in the proper manner and at the proper time, he should get no costs.

E. D. Armour, Q.C., for the plaintiff.

Moss, Q.C., and *J. A. Macdonald* for the defendants.

BOYD, C.] [Sept. 26.

RE EDDIE.

Will—Devise—Legacy charged—Sale by executors in order to pay the legacy.

A testator devised to his daughter a lot of land charged with a legacy. The daughter predeceased the testator, leaving two children, to whom the lot descended.

On an application by the executors at the instance of the official guardian, it was

Held, that it was the duty of the executors to sell the land and pay the legacy.

Middleton for the executor.

J. Hoskin, Q.C., Official Guardian, for the infants.

BOYD, C.] [Sept. 29.

RE DOUGLAS.

KINSEY *v.* DOUGLAS.

Will—Gift contained in direction to pay—Postponement of enjoyment—Time of vesting.

A testator by his will directed that his estate should be divided upon his youngest child attaining the age of 21 years, the income of the estate in the meantime to be paid to the wife for the benefit of herself and the children. The only gift was contained in the direction to pay and divide upon the arrival of the period of distribution.

Held, that the gifts vested prior to the enjoyment of the corpus of the estate, which was only postponed in order to provide for the maintenance of the family.

Held, also, that the gift vested in each child upon attaining the age of 21, and that no child who did not attain 21 was intended to take a share of the corpus.

W. A. G. Bell for plaintiff and defendant Coffee (a sister's representative).

H. S. Osler for the two sons.

ROBERTSON, J.] [Nov. 16.

RE THE TRUSTS CORPORATION OF ONTARIO AND MEDLAND ET AL.

Vendor and purchaser—Lands vested in trustee—Execution against cestui que trust—Title.

Lands were conveyed to and held in the name of B., at the instance and for the benefit of A., but without any disclosed trust. Writs of *fi. fa.* lands against A. were placed in the sheriff's hands before his death, but after the conveyance to B. After the death of A. his administrators sold the lands, and offered the purchaser a deed from themselves and one from B.

On an application under the Vendors and Purchasers Act, it was

Held, that the purchaser was not bound to carry out the sale unless the writs of *fi. fa.* were removed or released.

D. Saunders for the petitioner, the purchaser.

W. D. Gwynne, *contra*, for the vendors.

RE VANSICKLE AND MOORE.

Vendor and purchaser—Conveyance to trustees—Power to sell—Power to mortgage implied.

On an application under the Vendors and Purchasers Act, it was shown that the equity of redemption in property in question had been conveyed to trustees to sell and convey, and apply the proceeds on certain notes given to creditors; that foreclosure proceedings had been taken on a prior mortgage, and the time for redemption had nearly expired. To try to save the estate the trustees mortgaged it, and with the proceeds succeeded in staying the foreclosure, getting further time. Subsequently the mortgage made by the trustees was foreclosed. When the mortgagee attempted to make title through the latter mortgage and foreclosure, it was objected that the trustees had no power to mortgage.

Held, that under the circumstances the trustees were justified in mortgaging, and that in order to save the estate it was right for them to do so, and that the vendor could make title.

F. A. Eddis for the purchaser.

A. Elliot for the vendor.

BOYD, C.] [Nov. 24.

RE RATHBONE & WHITE.

Vendor and purchaser—Conveyance by all parties interested during life of life tenant—Title—R.S.O., c. 112.

A testator devised his lands to executors and trustees to rent and pay the amount received to his widow for life, and after her death to sell and divide the proceeds between two sons. One of the sons sold and conveyed all his interest to his brother's wife. During the lifetime of the widow the trustees, the widow and the remaining son and his wife all being *sui juris*, conveyed all their interests to a purchaser.

Held, that the grantee claiming through that conveyance could make a good title.

F. E. Hodgins for the vendor, petitioner.

T. C. Thompson for the purchaser.

Practice.

BOYD, C.] [Oct. 14.

STEWART *v.* ROWSOM.

Mortgage—Power of sale—Exercise of—Sale of timber only—Notice of sale.

A mortgagee of timbered land, whose mortgage contained the ordinary short form of power of sale authorized by R.S.O., c. 107, in the exercise of such power sold the timber without the land.

Held, that the sale, as an exercise of the power, was void.

Held, also, upon the evidence, that no such notice of sale was given to the plaintiff as he was entitled to under the power.

D. Robertson for the plaintiff.

H. P. O'Connor, Q.C., for the defendants.

MACMAHON, J.] [Oct. 17.

ARDILL *v.* CITIZENS INSURANCE CO.

ARDILL *v.* ÆTNA INSURANCE CO.

Fire insurance—Contract for sale of insured building—Change of title—Change material to the risk.

On the 14th March, 1892, the plaintiffs entered into a contract with a firm of contractors for the erection of a brick church, and it was thereby provided that the fabric of the plaintiffs' old frame church and other building material was to become the property of the contractors, at a valuation of $525, as a first payment under the contract; and it was further agreed that the contractors were to have "full possession of premises and old church building, so as they may be able to commence operations on the first day of April next." On the 15th March, 1892, the old church was completely destroyed by fire. At the time of the fire policies of the defendants were in force, under which it was insured for $2,400. The plaintiffs, previous to the 1st April, 1892, paid the contractors $150 for any loss they might have sustained by the destruction of the church, and proved their claim against the defendants at about $2,100.

Held, that upon the construction of the building contract, the church was to remain the property of the plaintiffs until the 1st April, 1892, and at the time of the fire there had been no assignment, alienation, sale or transfer, or change of title to the property, and there had been no change material to the risk. The plaintiffs were therefore entitled to recover from the defendants the amount of the loss.

S. H. Blake Q.C., for the plaintiffs.

Osler, Q.C., and *H. H. Collier* for the defendants.

THE MASTER IN CHAMBERS.] [Oct. 24.
GALT, C.J.] [Nov. 4.
ROSE, J.] [Nov. 22.

HARDING *v.* KNUST.

Costs—Taxation—Witness and counsel fees—Disallowance—False affidavit of increase—Motion to set aside certificate of taxation—Master in Chambers—Judge in Chambers—Jurisdiction.

Upon the taxation of the plaintiff's costs of action, he made the usual affidavit of increase, and was thereupon allowed for disbursements of sums of money as witness and counsel fees. The taxation was closed, and the certificate was issued without objection. The defendant afterwards discovered that the fees had not been paid, as stated in the affidavit, and made a motion to set aside the certificate and have the items in question disallowed.

Held, that neither the Master in Chambers nor a Judge in Chambers had jurisdiction to entertain the motion.

Upon motion to a judge in court:

Held, that the items should be disallowed.

Hornick v. *Romney*, 11 C.L.T. Occ.N. 329, followed.

E. F. B. Johnston, Q.C., for the plaintiff.

W. R. Smyth for the defendant.

ROSE, J.] [Oct. 31.

STEVENSON ET AL. *v.* CRAYSON.

Jury notice—Equitable cause of action.

Upon the application noted *ante* p. 574 being heard before the trial judge, the jury notice was struck out.

Wallace Nesbitt and *T. A. Snider* for defendant.

Nesbitt, Q.C., and *Gauld* for plaintiffs were not called on.

GALT, C.J.] [Nov. 7.

MARSH *v.* WEBB.

Security for costs—Appeal to Supreme Court of Canada—Delivery out of bond.

Where the plaintiff, being out of the jurisdiction, has filed a bond as security for the defendant's costs of the action, and has succeeded in the court of first instance and in the Court of Appeal, he is entitled, notwithstanding that the defendant is appealing to the Supreme Court of Canada, to have his bond delivered out to him.

Smill v. *Lilley*, 3 Times L.R. 349; 56 L.T. N.S. 620, followed.

W. J. Green for the plaintiff.

F. L. Webb for the defendant.

THE MASTER IN CHAMBERS.] [Nov. 8.

MCLENNAN *v.* FOURNIER.

Appearance — Default of — Noting pleadings closed—Rule 393.

Where defendants do not appear, an order may be made, by analogy to Rule 393, directing the proper officer to note the pleadings closed, but without such an order the officer has no power to do so.

Morse v. *Lambe* (*ante* p. 468) explained.

S. H. Blake, Q.C., for the plaintiff.

J. A. Macintosh for the defendants.

BOYD, C.] [Nov. 16.

CLARKE *v.* COOPER.

Amendment—Mortgage action—Omission to include part of mortgaged lands — Amending writ of summons after judgment—Rules 444, 780.

Under the liberal powers of amendment now given by Rules 444 and 780, the writ of summons may be amended after judgment.

And where the plaintiff, by mistake, omitted from the description of lands in the writ of summons in a mortgage action a parcel included in the mortgage, an order was made, after judgment and final order of foreclosure, vacating the final order, directing an amendment of the writ and all proceedings, and allowing a new day for redemption by a subsequent incumbrancer who did not consent to the order, and in default the usual order to foreclose.

Masten for the plaintiff.

E. T. Symons for the defendant, the Quebec Bank.

ROSE, J.] [Nov. 22.

BERLIN PIANO CO. *v.* TRUAISCH.

Venue—Change of—Preponderance of convenience—Cause of action—Personal convenience of witnesses.

Upon a motion to change the venue, it is necessary to show an overwhelming preponderance of convenience in favour of the change.

Peer v. *North-West Transportation Co.*, 14 P.R. 381, followed.

Where the defendant moved to change the place of trial from Berlin to Belleville, showing that the saving of expense to him, if the case were tried at Belleville, would be about $40, and that there were two or three more witnesses at Belleville than at Berlin, and the cause of action arose at Belleville, the motion was refused.

Held, that the question whether it would be personally more inconvenient for the plaintiffs' witnesses to go to Belleville, or for the defendants witnesses to go to Berlin, was not one that could be considered.

W. H. P. Clement for the plaintiffs.

W. H. Blake for the defendant.

BOYD, C.] [Nov. 23.

FOURNIER *v.* HOGARTH.

Security for costs—Plaintiff giving false address—Temporary residence within jurisdiction—Incarceration under criminal sentence.

Where the plaintiff, who for two years previous to the commencement of the action had been a resident in the Province of Quebec, indorsed a false address, within Ontario, upon the writ of summons, for the purpose of misleading and escaping giving security for costs, and was at the time an application was made therefor a prisoner in Ontario under a criminal sentence, he was ordered to give security for costs.

Swanzy v. *Swanzy*, 4 K. & J. 237, followed.

Redondo v. *Chayter*, 4 Q.B.D. 453, commented on.

H. T. Beck for the plaintiff.

L. G. McCarthy for the defendant Hogarth.

Appointments to Office.

QUEEN'S BENCH JUDGES.

Province of Quebec.

The Honourable Jonathan Saxton Campbell Wurtele, one of the judges of the Superior Court in and for the Province of Quebec, to be a Puisné Judge of the Court of Queen's Bench in and for the Province of Quebec, *vice* the Honourable Alexander Cross, resigned.

COUNTY COURT JUDGES.

County of Victoria.

John McSweyn, of the Town of Lindsay, in the Province of Ontario, Esquire, and of Osgoode Hall, Barrister-at-Law, to be Deputy Judge of the County Court of the County of Victoria, in the said Province of Ontario.

SHERIFFS.

County of Bruce.

Frederick Sheppard O'Connor, of the Town of Walkerton, in the County of Bruce, Esquire, to be Sheriff in and for the said County of Bruce, in the room and stead of William Sutton, Esquire.

CORONERS.

District of Rainy River.

Charles Joseph Hollands, of the Village of Fort Francis, in the District of Rainy River, Esquire, to be an Associate-Coroner within and for the said District of Rainy River.

COUNTY ATTORNEYS.

District of Thunder Bay.

Thomas Ambrose Gorham, of the Town of Port Arthur, in the District of Thunder Bay, Esquire, Barrister-at-Law, to be Crown Attorney and Clerk of the Peace in and for the said District of Thunder Bay, in the room and stead of Albert Romain Lewis, Esquire, resigned.

POLICE MAGISTRATES.

Village of Campbellford.

Daniel Johnson Lynch, of the Village of Campbellford, in the County of Northumberland, Esquire, Barrister-at-Law, to be Police Magistrate in and for the said Village of Campbellford.

Town of Fort William.

Allan McDougall, of the Town of Fort William, in the District of Thunder Bay, Esquire, to be Police Magistrate for the said Town of Fort William and certain territory in the said District of Thunder Bay, and in the District of Rainy River.

Town of Walkerton.

Alexander Wesley Robb, of the Town of Walkerton, in the County of Bruce, Esquire, to be Police Magistrate in and for the said Town of Walkerton, in the room and stead of John Bruce, Esquire.

DIVISION COURT CLERKS.

County of Huron.

James Whyard, of the Village of Dungannon, in the County of Huron, Gentleman, to be Clerk of the Sixth Division Court of the said County of Huron, in the room and stead of William McArthur, resigned.

District of Parry Sound.

William Ditchburn, of the Village of Rosseau, in the District of Parry Sound, Gentleman, to be Clerk of the Third Division Court of the said District of Parry Sound, in the room and stead of E. Sirett, resigned.

County of Simcoe.

George Chrystal, Gentleman, to be Clerk of the Third Division Court of the County of Simcoe, in the room and stead of Joel Rogers, resigned.

DIVISION COURT BAILIFFS.

County of Carleton.

Ernest A. Lapierre, of the City of Ottawa, in the County of Carleton, to be Bailiff of the First Division Court of the said County of Carleton, in the room and stead of R. Hamilton, resigned.

County of Haldimand.

William Ross McIndoe, of the Village of Dunnville, in the County of Haldimand, to be Bailiff of the Third Division Court of the said County of Haldimand, in the room and stead of James Clemo, deceased.

United Counties of Prescott and Russell.

Samuel Wright, of the Village of L'Orignal, in the County of Prescott, Bailiff of the First Division Court of the United Counties of Prescott and Russell, to be Bailiff also of the

Seventh Division Court of the said United Counties, in the room and stead of Frederick Calvin Hersey.

County of Renfrew.

Alexander Gorman, of the Village of Shamrock, in the County of Renfrew, to be Bailiff of the Fifth Division Court of the said County of Renfrew, in the room and stead of John Hughes, resigned.

County of Wellington.

John H. Doughty, of the City of Guelph, in the County of Wellington, to be Bailiff of the First Division Court of the said County of Wellington, in the room and stead of William H. Mills, deceased.

COMMISSIONERS FOR TAKING AFFIDAVITS.

City of Montreal.

John Little, of the City of Montreal, in the Province of Quebec, Esquire, to be a Commissioner for taking Affidavits within and for the said City of Montreal, and not elsewhere, for use in the Courts of Ontario.

County of London (England).

Freeman Roper, of 3 and 4 Lime Street Square, London, England, Gentleman, Solicitor, to be a Commissioner for taking Affidavits within and for the County of London, in the said United Kingdom, and not elsewhere, for use in the Courts of Ontario.

OSGOODE HALL LIBRARY.

(Compiled for THE CANADA LAW JOURNAL.)

Latest additions:

Anson (Sir W. R.), Law of the Constitution, Part I., 2nd ed., Oxford, 1892.

Banning (H.T.), Limitation of Actions, 2nd ed., London, 1892.

Bar (L.V.), International Law, 2nd ed., Edinburgh, 1892.

Birrell (A.), Res Judicatæ, London, 1892.

Boone (C.F.), Law of Corporations, San Francisco, 1887.

Bramwelliana, or Wit and Wisdom of Lord Bramwell, London, 1892.

Chaplin (S.), Suspension of Alienation, New York, 1891.

Clement (W.H.P.), The Canadian Constitution, Toronto, 1892.

Cripps (C.A.), Law of Compensation, 3rd ed., London, 1892.

Crosby (O.T.) and Bell (I.), The Electric Railway, London, 1892.

Ewell (M.D.), Cases on Domestic Relations, Boston, 1891.

Garland (N.S.), Banks, Bankers, and Banking, Ottawa, 1890.

Gluck (J.F.) and Becker (A), Receivers of Corporations, New York, 1891.

Greenleaf (S.), Law of Evidence, 15th ed., 3 vols., Boston, 1892.

Grey (Sir Geo.), Life and Times of, 2nd ed., 2 vols., London, 1892.

Hardcastle (H.), Construction of Statutes, 2nd ed., London, 1892.

Hochheimer (L.), Law of Infants, 2nd ed., Baltimore, 1891.

House of Commons List, London, 1892.

Houston (E.J.), Dictionary of Electrical Words, 2nd ed., New York, 1892.

Incorporated Law Society's Library Catalogue, London, 1891.

Journals of Legislative Assembly, 1836, and Legislative Council, 1849-59.

Kennedy (W.R.), Civil Salvage, London, 1891.

Kingsford (W.), Bibliography of Ontario, Toronto, 1892.

Lincoln's Inn Library Catalogue, London, 1891.

Lindley (N.), Supplement to Law of Companies, London, 1891.

Supplement to the Law of Partnership, London, 1891.

Might's Ontario Directory, 1892-3.

Morrison (R.S.), Mining Rights, 7th ed., Denver, 1892.

Pollock (Sir F.), Law of Torts, 3rd ed., London, 1892.

Rastall (W), Termes de la Ley, London, 1742.

Redgrave (A. and J.A.), The Factory Acts, 1878-91, 4th ed., London, 1892.

Roberts (H.N.), Law of Wills, Toronto, 1892.

Robinson (H.J.), Colonial Chronology, London, 1892.

Story (Mr. Justice), Equity Jurisprudence, 2nd Eng. ed., London, 1892.

Thompson (S.D.), on Electricity, St. Louis, 1891.

Thornton (W.W.), Law of Railroad Fences and Private Crossings, Indianapolis, 1892.

Walpole (C.G.), A Rubric of the Common Law, 2nd ed., London, 1891.

Wambaugh (E.), The Study of Cases, Boston, 1892.

Warde (J.D.), Shareholders' Manual, 4th ed., Toronto, 1892.
Williams (T.C.), Real Property, 17th ed., London, 1892.
Woolsey (T.D.), International Law, 6th ed., New York, 1890.
Wright (H.), The Office of Magistrate, 2nd ed., London, 1892.

YORK LAW ASSOCIATION LIBRARY.

(Compiled for THE CANADA LAW JOURNAL.)

Latest additions:

British Columbia Statutes, 1889-1892, 7 vols.
Dominion Statutes, 1892.
Manitoba Statutes, 1891-1892.
Ontario Statutes, 1892.
Quebec Statutes, 1892.
Blatch (F.K.), Ready Reference Guide to Dominion Statutes.
Blatch (F.K.), Ready Reference Guide to Ontario Statutes.
Daniell (E.R.), Chancery Practice, 2 vols., 6th ed., London, 1882.
Digest of Law Journal Reports, 1885-1890, London, 1892.
Foa (E.), Law of Landlord and Tenant, London, 1891.
O'Brien (A.H.), Digest of Ontario Game and Fishing Laws, Toronto, 1892.
Odgers (W.B.), Supplement to Law of Libel and Slander, London, 1890.
Revised Reports, Vol. VI., London, 1892.

ARTICLES OF INTEREST IN CONTEMPORARY JOURNALS.

Judicial Immunity. *Australian Law Times*, July 9.

Liability of Charitable Corporations for Torts of their Employees. *Central Law Journal*, Aug. 12.

Covenants in Restraint of Trade. *Law Journal*, Aug. 27.

Appeals in Criminal Cases. *Indian Jurist*, Aug. 31.

Infant's Note or Acceptance for Necessaries. *Central Law Journal*, Sept. 9.

Legal Responsibility of Lunatics. *Irish Law Times*, Sept. 24.

Contract to Serve for More than a Year. *Justice of the Peace.*

Banking Law—Protest by Drawee. *7 Banking Law Journal*, p. 299.

Personal Liability of Bank President as to Stock Signed and Issued Before Incorporation. *Ib.*, p. 308.

Liability of Bank Directors Attesting Reports as to Condition of Bank. *Ib.*, pp. 297, 311.

Two Burdens of Proof. *Harvard Law Review*, Oct., 1892.

The Liability of the Maker of a Cheque after Certification. *Ib.*

Banking Law—Acceptances by Mail or Telegraph. *7 Banking Law Journal*, p. 215.

The Banker's Right to Set-off an Insolvent's Deposit against His Unmatured Paper. *Ib.*, p. 240.

The Legal Position of Debenture-Holders. *Irish Law Times*, Aug. 20.

Flotsam and Jetsam.

IN EVIDENCE.—Judge: "Prisoner, have you any visible means of support?" Prisoner: "Yes, sor, your honour. (To his wife) Bridget, stand up so that the court can see yez."—*Washington Law Reporter.*

Police Justice (after passing sentence on a cheeky prisoner)—"Did I hear you call me an old fool?"

Prisoner—"No, yer honour—leastways I didn't intend you to."—*New York Herald.*

A CELEBRATED barrister, with whom cross-examination was a fine art, once confidentially told an adverse witness in the box that he knew he possessed the key of the legal situation, that he held a most important secret.

"And mind you," added he with measured emphasis, "I am going to get it out of you." And he did, for the witness was demoralized in anticipation by the lawyer's emphatic and cocksure warning.

AN eminent barrister, famous for his power in cross-examination, had once to defend a man charged with poisoning his master. The principal witness for the prosecution was a fellow-servant, who swore that he detected the prisoner in the act of mixing a white powder with the hot water and spirits which it was his duty to supply his master with every night on retiring to bed.

The defending counsel, in his cross-examination, was so deferential and polite to the witness that his manner as much excited the surprise of the court as it flattered the feelings of the witness himself. He was complimented upon his intelligent and straightforward replies, and finally questioned as to the finding of the remains of the powder in the glass, a fact to which he had sworn.

"After what transpired you had no doubt that it was the arsenic which caused the illness of your master?" asked the counsel, directing a look of indignation at his own client, the prisoner in the dock. The witness assented.

"Then you know something of the properties of arsenic?" observed the other, with an approving smile. The witness hesitated, and replied in the negative.

"Then," suddenly thundered the barrister, flashing his eyes upon him, "how did you know the powder to be arsenic?"

The transition was so sudden that the man was carried out in a fit.

The defence was that the white powder was nothing more than the usual harmless sugar provided with hot punch, while the real poison had been added by another hand.

At the next assizes the prisoner and the witness had changed places, when the latter was proved the real culprit—a fact suspected and worked upon by the astute counsel from the first.

A STILL more clever ruse was that adopted by another counsel who afterwards attained to distinction, who had to examine a witness in a disputed will case. One of the witnesses to the will was the deceased man's valet, who swore that after signing his name at the bidding of his master he then, also acting under instructions, carefully sealed the document by means of the taper by the bedside. The witness was induced to describe every minute detail of the whole process, the exact time, the position of the taper, the size and quality of the sealing-wax, "which," said the counsel, glancing at the document in his hand, "was of the ordinary red description?"

"Red sealing-wax, certainly," answered the witness.

"My Lord," said the counsel, handing the paper to the judge, "you will please observe that it was fastened with a wafer."

Law Society of Upper Canada.

LEGAL EDUCATION COMMITTEE.

CHARLES MOSS, Q.C., *Chairman.*

WALTER BARWICK. W. R. MEREDITH, Q.C.
JOHN HOSKIN, Q.C. C. H. RITCHIE, Q.C.
Z. A. LASH, Q.C. W. R. RIDDELL.
EDWARD MARTIN, Q.C. C. ROBINSON, Q.C.
F. MACKELCAN, Q.C. J. V. TEETZEL, Q.C.
COLIN MACDOUGALL, Q.C.

THE LAW SCHOOL.

Principal, W. A. REEVE, M.A., Q.C.

Lecturers: E. D. ARMOUR, Q.C.; A. H. MARSH, B.A., LL.B., Q.C.; R. E. KINGSFORD, M.A., LL.B.; P. H. DRAYTON.

Examiners: FRANK J. JOSEPH, LL.B.; A. W. AYTOUN-FINLAY, B.A.; M. G. CAMERON.

ATTENDANCE AT THE LAW SCHOOL.

This School was established on its present basis by the Law Society of Upper Canada in 1889, under the provisions of rules passed by the Society in the exercise of its statutory powers. It is conducted under the immediate supervision of the Legal Education Committee of the Society, subject to the control of the Benchers of the Society in Convocation assembled.

Its purpose is to secure as far as possible the possession of a thorough legal education by all those who enter upon the practice of the legal profession in the Province. To this end, with certain exceptions in the cases of students who had begun their studies prior to its establishment, attendance at the School, in some cases during two, and in others during three terms or sessions, is made compulsory upon all who desire to be admitted to the practice of the Law.

The course in the school is a three years' course. The term or session commences on the fourth Monday in September, and ends on the first Monday in May, with a vacation commencing on the Saturday before Christmas and ending on the Saturday after New Year's day.

Admission to the Law Society is ordinarily a condition precedent to attendance at the Law School. Every Student-at-Law and Articled Clerk before being allowed to enter the School must present to the Principal a certificate of the Secretary of Law Society, showing that he has been duly admitted upon the books of the Society, and has paid the prescribed fee for the term.

Students, however, residing elsewhere, and desirous of attending the lectures of the School, but not of qualifying themselves to practise in Ontario, are allowed, upon payment of usual fee, to attend the lectures without admission to the Law Society.

The students and clerks who are exempt from attendance at the Law School are the following:

1. All students and clerks attending in a Barrister's chambers, or serving under articles elsewhere than in Toronto, and who were admitted prior to

Hilary Term, 1889, so long as they continue so to attend or serve elsewhere than in Toronto.

2. All graduates who on June 25th, 1889, had entered upon the second year of their course as Students-at-Law or Articled Clerks.

3. All non-graduates who at that date had entered upon the fourth year of their course as Students-at-Law or Articled Clerks.

Provision is made by Rules 164 *(g)* and 164 *(h)* for *election* to take the School course, by students and clerks who are exempt therefrom, either in whole or in part.

Attendance at the School for one or more terms, as provided by Rules 155 to 166 inclusive, is compulsory on all students and clerks not exempt as above.

A student or clerk who is required to attend the School during one term only must attend during that term which ends in the last year of his period of attendance in a Barrister's chambers or service under articles, and may present himself for his final examination at the close of such term, although his period of attendance in chambers or service under articles may not have expired.

Those students and clerks, not being graduates, who are required to attend, or who choose to attend, the first year's lectures in the School, may do so at their own option either in the first, second, or third year of their attendance in chambers or service under articles, and may present themselves for the first-year examination at the close of the term in which they attend such lectures, and those who are not required to attend and do not attend the lectures of that year may present themselves for the first-year examination at the close of the school term in the first, second, or third year of their attendance in chambers or service under articles. See new Rule 156 *(a)*.

Under new Rules 156 *(b)* to 156 *(h)* inclusive, students and clerks, not being graduates, and having first duly passed the first-year examination, may attend the second year's lectures either in the second, third, or fourth year of their attendance in chambers or service under articles, and present themselves for the second-year examination at the close of the term in which they shall have attended the lectures. They will also be allowed, by a written election, to divide their attendance upon the second year's lectures between the second and third or between the third and fourth years, and their attendance upon the third year's lectures between the fourth and fifth years of their attendance in chambers or service under articles, making such a division as, in the opinion of the Principal, is reasonably near to an equal one between the two years, and paying only one fee for the full year's course of lectures. The attendance, however, upon one year's course of lectures cannot be commenced until after the examination of the preceding year has been duly passed, and a student or clerk cannot present himself for the examination of any year until he has completed his attendance on the lectures of that year.

The course during each term embraces lectures, recitations, discussions, and other oral methods of instruction, and the holding of moot courts under the supervision of the Principal and Lecturers.

On Fridays two moot courts are held for the students of the second and third years respectively. They are presided over by the Principal or a Lecturer, who states the case to be argued, and appoints two students on each side to argue it, of which notice is given one week before the day for argument. His decision is pronounced at the close of the argument or at the next moot court.

At each lecture and moot court the attendance of students is carefully noted, and a record thereof kept.

At the close of each term the Principal certifies to the Legal Education Committee the names of those students who appear by the record to have duly attended the lectures of that term. No student is to be certified as having duly attended the lectures unless he has attended at least five-sixths of the aggregate number of lectures, and at least four-fifths of the number of lectures on each subject delivered during the term and pertaining to his year. If any student who has failed to attend the required number of lectures satisfies the Principal that such failure has been due to illness or other good cause, a special report is made upon the matter to the Legal Education Committee. The word "lectures" in this connection includes moot courts.

Two lectures (one hour) daily in each year of the course are delivered on Monday, Tuesday, Wednesday, and Thursday. On Friday there is one lecture in the first year, and in the second and third years the moot courts take the place of the ordinary lectures. Printed schedules showing the days and hours of all the lectures are distributed among the students at the commencement of the term.

During his attendance in the School, the student is recommended and encouraged to devote the time not occupied in attendance upon lectures, recitations, discussions, or moot courts, in the reading and study of the books and subjects prescribed for or dealt with in the course upon which he is in attendance. As far as practicable, students will be provided with room and the use of books for this purpose.

The fee for attendance for each term of the course is $25, payable in advance to the Sub-Treasurer, who is also the Secretary of the Law Society.

The Rules which should be read for information in regard to attendance at the Law School are Rules 154 to 167 both inclusive.

Examinations.

Every applicant for admission to the Law Society, if not a graduate, must have passed an examination according to the curriculum prescribed by the Society, under the designation of "The Matriculation Curriculum." This examination is not held by the Society. The applicant must have passed some duly authorized examination, and have been enrolled as a ma-

triculant of some University in Ontario, before he can be admitted to the Law Society.

The three law examinations which every student and clerk must pass after his admission, viz., first intermediate, second intermediate, and final examinations, must, except in the case to be presently mentioned of those students and clerks who are wholly or partly exempt from attendance at the School, be passed at the Law School Examinations under the Law School Curriculum hereinafter printed, the first intermediate examination being passed at the close of the first, the second intermediate examination at the close of the second, and the final examination at the close of the third year of the school course respectively.

Any student or clerk who under the Rules is exempt from attending the lectures of the School in the second or third year of the course is at liberty to pass his second intermediate or final examination or both, as the case may be, under the Law Society Curriculum instead of doing so at the Law School Examinations under the Law School Curriculum, provided he does so within the period during which it is deemed proper to continue the holding of such examinations under the said Law Society Curriculum. The first intermediate examination under that curriculum has been already discontinued, and that examination must now be passed under the Law School Curriculum at the Law School Examinations by all students and clerks, whether required to attend the lectures of the first year or not. It will be the same in regard to the second intermediate examination after May, 1893, after which time that examination under the Law Society Curriculum will be discontinued. Due notice will be hereafter published of the discontinuance of the final examinations under that curriculum.

The percentage of marks which must be obtained in order to pass an examination of the Law School is fifty-five per cent. of the aggregate number of marks obtainable, and twenty-nine per cent. of the marks obtainable upon each paper.

Examinations are also held in the week commencing with the first Monday in September for those who were not entitled to present themselves for the earlier examination, or who, having presented themselves, failed in whole or in part.

Students whose attendance upon lectures has been allowed as sufficient, and who have failed at the May examinations, may present themselves at the September examinations, either in all the subjects or in those subjects only in which they failed to obtain fifty-five per cent. of the marks obtainable in such subjects. Those entitled, and desiring, to present themselves at the September examinations must give notice in writing to the Secretary of the Law Society, at least two weeks prior to the time of such examinations, of their intention to present themselves, stating whether they intend to do so in all the subjects, or in those only in which they failed to obtain fifty-five per cent. of the marks obtainable, mentioning the names of such subjects.

The time for holding the examinations at the close of the term of the Law School in any year may be varied from time to time by the Legal Education Committee, as occasion may require.

On the subject of examinations reference may be made to Rules 168 to 174 inclusive, and to the Act R.S.O. (1887), cap. 147, secs. 7 to 10 inclusive.

Honors, Scholarships, and Medals.

The Law School examinations at the close of term include examinations for Honors in all the three years of the School course. Scholarships are offered for competition in connection with the first and second intermediate examinations, and medals in connection with the final examination.

In connection with the intermediate examinations under the Law Society's Curriculum, no examination for Honors is held, nor Scholarship offered. An examination for Honors is held, and medals are offered in connection with the final examination for Call to the Bar, but not in connection with the final examination for admission as Solicitor.

In order to be entitled to present themselves for an examination for Honors, candidates must obtain at least three-fourths of the whole number of marks obtainable on the papers, and one-third of the marks obtainable on the paper on each subject, at the Pass examination. In order to be passed with Honors, candidates must obtain at least three-fourths of the aggregate marks obtainable on the papers in both the Pass and Honor examinations, and at least one-half of the aggregate marks obtainable on the papers in each subject on both examinations.

The scholarships offered at the Law School examinations are the following:

Of the candidates passed with Honors at each of the intermediate examinations the first shall be entitled to a scholarship of $100, the second to a scholarship of $60, and the next five to a scholarship of $40 each, and each scholar shall receive a diploma certifying to the fact.

The medals offered at the final examinations of the Law School and also at the final examination for Call to the Bar under the Law Society Curriculum are the following:

Of the persons called with Honors the first three shall be entitled to medals on the following conditions:

The First: If he has passed both intermediate examinations with Honors, to a gold medal, otherwise to a silver medal.

The Second: If he has passed both intermediate examinations with Honors, to a silver medal, otherwise to a bronze medal.

The Third: If he has passed both intermediate examinations with Honors, to a bronze medal.

The diploma of each medallist shall certify to his being such medallist.

The latest edition of the Curriculum contains all the Rules of the Law Society which are of importance to students, together with the necessary forms, as well as the Statutes respecting Barristers and Solicitors, the Matriculation Curriculum, and all other necessary information.

Students can obtain copies on application to the Secretary of the Law Society or the Principal of the Law School.

THE LAW SCHOOL CURRICULUM.

FIRST YEAR.

Contracts.
Smith on Contracts.
Anson on Contracts.
Real Property.
Williams on Real Property, Leith's edition.
Deane's Principles of Conveyancing.
Common Law.
Broom's Common Law.
Kerr's Student's Blackstone, Books 1 and 3.
Equity.
Snell's Principles of Equity.
Statute Law.
Such Acts and parts of Acts relating to each of the above subjects as shall be prescribed by the Principal.

SECOND YEAR.

Criminal Law.
Kerr's Student's Blackstone, Book 4.
Harris's Principles of Criminal Law.
Real Property.
Kerr's Student's Blackstone, Book 2.
Leith & Smith's Blackstone.
Personal Property.
Williams on Personal Property.
Contracts.
Leake on Contracts.
Torts.
Bigelow on Torts—English Edition.
Equity.
H. A. Smith's Principles of Equity.
Evidence.
Powell on Evidence.
Canadian Constitutional History and Law.
Bourinot's Manual of the Constitutional History of Canada.
O'Sullivan's Government in Canada.
Practice and Procedure.
Statutes, Rules, and Orders relating to the jurisdiction, pleading, practice, and procedure of the Courts.
Statute Law.
Such Acts and parts of Acts relating to the above subjects as shall be prescribed by the Principal.

THIRD YEAR.

Contracts.
Leake on Contracts.
Real Property.
Clerke & Humphrey on Sales of Land.
Hawkins on Wills.
Armour on Titles.
Criminal Law.
Harris's Principles of Criminal Law.
Criminal Statutes of Canada.
Equity.
Underhill on Trusts.
Kelleher on Specific Performance.
De Colyar on Guarantees.
Torts.
Pollock on Torts.
Smith on Negligence, 2nd ed.
Evidence.
Best on Evidence.
Commercial Law.
Benjamin on Sales.
Smith's Mercantile Law.
Chalmers on Bills.
Private International Law.
Westlake's Private International Law.
Construction and Operation of Statutes.
Hardcastle's construction and effect of Statutory Law.
Canadian Constitutional Law.
British North America Act and cases thereunder.
Practice and Procedure.
Statutes, Rules, and Orders relating to the jurisdiction, pleading, practice, and procedure of Courts.
Statute Law.
Such Acts and parts of Acts relating to each of the above subjects as shall be prescribed by the Principal.

THE LAW SOCIETY CURRICULUM.

Examiners: FRANK J. JOSEPH, LL.B.; A. W. AYTOUN-FINLAY, B.A.; M. G. CAMERON.

Books and Subjects prescribed for Examinations of Students and Clerks wholly or partly exempt from attendance at the Law School.

SECOND INTERMEDIATE.*

Leith's Blackstone, 2nd edition; Greenwood on Conveyancing, chaps. on Agreements, Sales, Purchases, Leases, Mortgages, and Wills; Snell's Equity; Broom's Common Law; Williams on Personal Property; O'Sullivan's Manual of Government in Canada, 2nd edition; the Ontario Judicature Act; R.S.O., 1887, cap. 44; the Rules of Practice, 1888, and Revised Statutes of Ontario, chaps. 100, 110, 143.

FOR CERTIFICATE OF FITNESS.

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

FOR CALL.

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

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

*The Second Intermediate Examination under this Curriculum will be discontinued after May, 1893.