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WE publish with this number the Index of subjects and tables of cases for the current volume. The Sheet Almanac will be sent with the number to be issued early in January.

A CORRESPONDENT speaks of the triumph of law over evidence, as illustrated by the following incident related in one of the papers in London, Eng. A man was indicted at one of the courts there for some criminal offence. The Grand Jury returned no bill. The Judge, however, thought the evidence so clear and strong, that, on the presumption that some mistake had been made, he sent it again to the Grand Jury with an intimation of his opinion to that effect. The bill shortly came back to him endorsed with the initials of the foreman of the Grand Jury, The Judge took this to be a sign of concurrence with his view, and put the man upon his trial: whereupon the accused immediately pleaded guilty, and was remanded for sentence next day. Soon afterwards the foreman of the Grand Jury came into court, and finding what had been done, informed the Judge that a wrong construction had been put upon his (the foreman's) signature, which had been intended to mean that the Grand Jury adhered to its decision. The Judge thereupon recalled the prisoner, and informed him that the Grand Jury appeared to know more about the matter than either the accused or the Court, and had declared him to be innocent of the offence charged, which made it the legal duty of the Judge to order his discharge, notwithstanding his confession of guilt. The prisoner was discharged accordingly, without, so far as the record goes, being even cautioned not to do it again. We trust, however, the wrench to his nervous system caused by this curious freak on the part of the legal machine will have the desired deterrent effect.

MARRIED WOMEN'S PROPERTY ACT.

A further judicial inroad has been made on the provisions of this Act. It having been determined, *In re Shakespear, Deakin* v. *Lakin*, 30 Chy.D., 169; *Palliser* v. *Gurney*, 19 Q.B.D., 519; *Tetley* v. *Griffith*, 36 W. R., 96; 56 L.T., N.S., 673; *Meager* v. *Pellew*, 14 Q.B.D., 973; *Beckett* v. *Tasker*, 19 Q.B.D., 7; *Molson's*

Bank v. *Drew*, 9 C.L.T., 167; *Moore* v. *Jackson*, 25 C.L.J., 409; *Bank of Commerce* v. *Woodcock* (before Ferguson, J., 16 Oct., 1889), that it is necessary in an action on a contract made by a married woman for the plaintiff to allege and prove that she had at the time of the contract some separate property: it has now been held in England in *Leake* v. *Duffield* (by Matthew and Wills, JJ.), 88 L. T. Jour., 45, that it is not only necessary to prove that she had separate property, but that the plaintiff must go a step further, and prove that she had separate property which she might reasonably be deemed to have intended to bind by the contract. In this case the only separate property the married woman was proved to possess at the date of the contract was the wearing apparel of herself and children, and this was held insufficient.

The Act provides that not only the separate property which a married woman had at the date of the contract, but also that which she acquires at any time after, is bound thereby; but the decision of the Courts have established that if a married woman make a contract, not having at the time any separate property which she may be presumed to have intended to bind, then, though she subsequently acquires ample separate property to meet the obligation she has incurred, it will nevertheless not be bound. It does not appear to us that the current of legal decisions in this respect conducive to common honesty.

We believe the true legislative remedy for the difficulties attending the construction of the Act was pointed out in our columns *ante* vol. 20, pp. 279-280, where we predicted that the Act, as at present framed, was liable to the construction which has since been placed upon it.

DOMINION QUEEN'S COUNSEL—RECENT APPOINTMENTS.

The *Canada Gazette* has recently given the list of a new batch of Her Majesty's "Counsel learned in the law." This list has caused surprise to the public and laughter among the profession. The profession has long since ceased to look upon the addition of Q.C. to the name of a professional man as an honour. That which was some years ago a mark of professional distinction has now ceased so to be. Speaking generally, and not referring to some few honourable and deserving names in the present and recent lists, the letters Q.C. are now accepted as conveying to the public the intimation that the recipient, if a known supporter of the "powers that be," has at some previous time in some way or other been a convenience to or done some political service for the "party." It indicates nothing as to his forensic ability, legal knowledge and professional standing, which used to be necessary attainments for the office; nor does the Dominion Government appear to have given silk barristers because of services to the profession by literary labours or otherwise, or because they have been elected as Benchers of the Law Society, both of which cases may presumably be considered as entitled to honourable distinction. In fact, the appointment is now known either as an easy way of paying a compliment to a lawyer for whom there is no substantial

solatium at the time available; or as an inexpensive mode of pleasing one who is a political supporter by the appointment of some local ally of his in the legal fraternity. This sort of thing is of course an insult to the profession, and makes a laughing-stock of the Minister of Justice, who is, we presume, the responsible person. Sir John Thompson of course knows nothing personally or professionally of most of the appointees, and it is really hardly fair to perpetrate such a practical joke upon a stranger to the profession in Ontario. We must say that by his recommending some of the persons for the rank of Q.C. he has materially lowered the standard which regulated the appointment prior to 1867, or even prior to 1874. Some of the names in the last list are good; some, indeed, should have been remembered long ago; some are almost unknown outside of their own localities; and, of some few, the less said about their professional reputation the better.

The profession in England, we have been told, are beginning to judge of their brethren in Canada, and that unfavourably, by reason of the natural supposition that those who hold the office of Q.C. in this country are, as a whole, superior to those who do not. We think we may safely say that this is not the fact; and it is eminently unfair to those who *are* entitled to the distinction to be classed with those who *are not* so entitled.

It is now generally conceded that the Ontario Government should place itself in a position to appoint Queen's Counsel. They have recently tried their hand at a selection of names, and their list, which is on the whole a good one, appears to be generally acceptable to the Bar of Ontario. It is in this respect in striking contrast to that of the Dominion Government. At the same time we must reiterate our often expressed opinion that the distinction should be confined to the few and not given to the many: and if this be so there are several names on this list which have no claim to be there. The fact is, as one of the leaders of the Ontario Bar recently remarked, it would be much better to abolish the title of Queen's Counsel altogether, as it has now lost all the distinctive merit it once possessed.

A subscriber, oppressed by the same feeling of disgust as many others, makes a suggestion which has some interest in this connection. It is that the old title of Sergeant-at-law should be restored. We give his thought in his own words: "We have any number of Q.C.'s, indeed so many that that title is fast losing any significance. This being the case, a higher title, demanding greater attainments and respectability, such as the one indicated, ought to be of great service to the profession. In common with many others of the profession, I would be much pleased to see in your columns the opinions of others on this important subject."

DIARY FOR DECEMBER.

1. Sun.....*1st Sunday in Advent.*
3. Tues...General Sessions and County Court Sittings for Trial in York.
5. Thu....Chancery Division High Court of Justice sits.
7. Sat.....Michaelmas Term and High Court of Justice Sittings end. Last day for call notices for Hilary Term. Sir W. P. Campbell, 6th C.J. of Q.B., 1825.
8. Sun.....*2nd Sunday in Advent.*
10. Tues...General Sessions and County Court Sittings for Trial, except in York.
14. Sat.....Prince Albert died, 1861.
15. Sun.....*3rd Sunday in Advent.*
17. Tues...First Lower Canadian Parliament met, 1792.
18. Wed...Slavery abolished in the United States, 1862.
21. Sat.....Shortest day.
22. Sun.....*4th Sunday in Advent.*
24. Tues...Christmas Vacation begins.
25. Wed...Christmas day. Sir M. Hale died, 1676, æt 67.
27. Fri.....J. G. Spragge, 3rd Chan., 1869.
29. Sun.....*1st Sunday after Christmas.*
30. Mon....Holt, C.J., born 1642.

Early Notes of Canadian Cases.

HIGH COURT OF JUSTICE FOR ONTARIO.

Queen's Bench Division.

STREET, J.] [Nov. 12.

THATCHER *v.* BOWMAN.

Landlord and Tenant—Ten years' lease by owner of life estate to reversioner in fee—Action by executrix for rent—Covenant in lease—"Heirs and assigns—Estoppel—Shewing title of landlord at an end—Reformation of lease—Evidence—Acquiescence.

N. B., who had a life estate in certain lands, in 1882 made a lease of them for ten years to E. B., who was entitled to the reversion in fee. The reservation of rent in the lease was to the lessor simply, and the covenant for payment of rent was "with the said lessor, her heirs and assigns" for payment to "the said lessor, her heirs and assigns."

N. B. died in 1887, before the expiry of the ten years, and this action was brought by the executrix of her will to recover (*inter alia*) the instalments of rent which became payable, as it was alleged, upon the lease after her death.

Held, that, as the interest of N. B. was a freehold interest, the plaintiff could not recover either as being entitled to the reversion of a chattel interest or as being the person designated by the covenant.

Held, also, that there was no estoppel to prevent E. B. from shewing that the title of N. B. had come to an end, and that he himself became the owner upon her death.

E. B. set up an agreement between himself and N. B. that the lease should expire at her death in case she should not live for the full term of ten years, and asked that the lease should be reformed accordingly. The only evidence in support of this was that of E. B. and his wife, and of a relative of theirs, whose memory was shewn to be untrustworthy.

Held, that this evidence was not sufficient, after so many years of acquiescence and after the death of the lessor, to justify the reformation of the lease.

Boyd for plaintiff.

Hardy, Q.C., and *H. J. Wilkes* for defendant.

STREET, J.] [Nov. 25.

IN RE MCCORMICK AND TOWNSHIP OF HOWARD.

Municipal Corporations—Drainage by-law—R.S.O., c. 184, ss. 571, 572—Motion to quash—Notice of intention to move must be given by actual applicant.

Held, that a municipal drainage by-law, whether for the construction of an original work or the improvement of an old one, and whether the proceedings are taken under s. 583, 585, or 586 of the Municipal Act, R.S.O., c. 184, is subject to the provisions of ss. 571 and 572 requiring notice in writing to be given within ten days by anyone intending to apply to have the by-law quashed of his intention to so apply.

And where such notice was given by a solicitor and signed by him as solicitor for C. J. and D. McC., stating that the application would be made on behalf of J. C., D. McC., and others, and an application to quash was afterwards made to the Court by persons other than C. J. and D. McC.

Held, that the application was not made to the Court by any person who had given the notice required by ss. 571 and 572; that another ratepayer could not take advantage of the notice by adopting it as his own; and the application of which notice had been given not having been made, the by-law became a valid one at the expiration of six weeks from its final passing; and the motion to quash it was dismissed with costs.

W. R. Meredith, Q.C., and *Charles McDonald* for the motion.

M. Wilson contra.

BOYD, C.] [Dec. 3.

CHARD *v.* RAE.

Executors and Administrators—Action upon a judgment—Grant of administration after action begun—Plaintiff not primarily entitled to administer—Right of widow to administer—Renunciation after action—Statute of Limitations, R.S.O., c. 60, s. 1—Parties—Joint judgment.

The rule in equity is that when a person is entitled to obtain letters of administration he may begin an action as administrator before he has fully clothed himself with that character; but the same doctrine does not obtain where the person immediately entitled to obtain administration is not the one who begins the action.

Trice v. *Robinson*, 16 O.R., 433, distinguished.

Where the point is specially raised on the pleadings as to the time when the letters of administration were obtained, it devolves upon the Court to ascertain whether an action was begun in time by a properly constituted plaintiff.

The father of the plaintiff obtained judgment against L. & R. in an action upon a promissory note on the 26th October, 1868, and the plaintiff began this action against L. & R. upon the judgment on the 22nd October, 1888. At that time the plaintiff's father was dead, and no personal representative of his estate had been appointed. On the 4th November, 1888, letters of administration to his father's estate were granted to the plaintiff, the widow renouncing probate on the same day. Subsequently to that the statement of claim was delivered and the action continued against R. alone. R., by his statement of defence, put the plaintiff to the proof of his position and title to sue on the judgment, and set up amongst other defences, the statute R.S.O., c. 60, s. 1.

Held, that the widow was the person primarily entitled to administer, and as she had not renounced when the action was begun, the plaintiff had at that time no status; and as against the Statute of Limitations that no action was rightly begun within the period of twenty years fixed by the statute as that within which an action upon a bond or other specialty shall be commenced; and therefore the action failed.

Semble, also, that an objection raised at the trial that L. was not before the Court was a valid one; for an action on a joint judgment is not different in principle from an action of contract against joint contractors.

Dickson, Q.C., for plaintiff.

Clute for defendant.

Div'l Ct.] [Dec. 3.

BLACKLEY *v.* DOOLEY.

Sale of goods—Payment by instalments—Property remaining in vendor—Transfer by vendor of his interest—Removal of goods by third party — Conversion — Trover — Detinue — Parties.

B. delivered to Mrs. M. a piano, for which she agreed to pay $275, $50 down and the balance by instalments; it was also agreed between them that the piano should remain the property of B. until the payments were completed, and that upon any default in the payments B. should have the right to remove the piano. Default was made in these payments; the plaintiff purchased the notes representing them, and took from B. a transfer under seal of his property in the piano. Before the plaintiff acquired his interest, D., the agent for B., who had made the agreement with Mrs. M. and who was aware of B.'s rights, paid Mrs. M. $50 and was allowed by her to remove and did secretly remove the piano. D. had left B.'s employment at this time, and was acting adversely to him.

This action was brought against D., Mrs. M. and her husband, to recover the piano or its value, with damages for its detention. It was not proved that any demand had been made upon D. for the return of the piano. It was objected by the defendant that neither detinue nor trover would lie.

Held, that the plaintiff was entitled to recover damages against D. for the conversion of the piano; for it was not necessary to impute the conversion to any particular period of time, and the defendant's denial after action of the plaintiff's right to the piano, could be treated under the circumstances as evidence of a conversion before action by the defendant of the plaintiff's interest in it; and as against technical objections raised by a wrong-doer, the benefit of all possible presumptions should be allowed.

Held, also that it was not necessary that B. should be added as a party in order to entitle the plaintiff to succeed.

Finlay for the plaintiff.

F. Fitzgerald for the defendant.

Full Ct.] [Dec. 4.

REGINA *v.* SPAIN.

Summary conviction — Malicious Injuries to Property Act, R.S.C., c. 168, s. 59—Uncertainty—Nature of Offence and property not particularly described.

A summary conviction under R.S.C., c. 168, s. 59, alleged, in the words of the statute, that the defendant unlawfully and maliciously committed damage, injury, and spoil to and upon the real and personal property of the Long Point Company.

Held, that this was not sufficient without its being alleged what the particular act was which was done by the defendant which constituted such damage, etc., and what the particular nature and quality of the property, real and personal, was in and upon which such damage, etc., was committed; and the conviction was quashed for uncertainty.

C. E. Barber for plaintiff.

Robb contra.

BOYD, C.] [Dec. 7.

ROBINSON *v.* BOGLE.

Trade name—"Belleville Business College"—Action to restrain use of designation—Non-appropriation of name by plaintiffs—Public user of name in relation to plaintiffs—Requisite that name should be specific and not merely descriptive.

The plaintiffs in this action sought to restrain the defendant from using the name "Belleville Business College" as the designation of a commercial school conducted by him in the city of Belleville. The plaintiffs had conducted a similar school in Belleville for about twenty years before the defendant began his, but "Belleville Business College" was not the registered name of the plaintiffs' establishment, nor did they themselves use that name in any way. Some people, however, had fallen into the way of speaking and writing of it as "Belleville Business College," it being for some time the only business college at Belleville; and after the defendant's advent confusion arose in the post-office from letters addressed simply "Belleville Business College" arriving there; but it was not alleged or proved that any students were lost to the plaintiffs by reason of the defendant's conduct.

It was found as a fact that the name was never appropriated by the plaintiffs, and that as used by other people it was merely indicative of the work done by the plaintiffs and the place where it was done.

Held, that the public use of such a name in such a way, however widely diffused, could not attach the designation to the business so as to be equivalent to the proprietors' personal use of it; the title to such a name is based on priority of appropriation; and an actionable right could not exist in the plaintiffs unless the reputation had grown out of a visible connection by the plaintiffs themselves of the name with the business. (2) That there was nothing special or peculiar about the name entitling the plaintiffs to a monopoly by reason of its popular use in reference to them: in order to so entitle them the name should be something more than merely generic or descriptive; it should be specific or distinctive; and, in the absence of evidence of user of the name by the plaintiffs, or that the name of the locality was so inseparably connected with their establishment that a secondary meaning was to be attributed to it, there was no ground for protecting the name.

Thompson v. *Montgomery*, 41 Chy.D., distinguished.

The action was dismissed; but no costs were given to the defendant because he had sought to advantage himself in an unmeritorious way.

McCarthy, Q.C., *Burdett*, and *W. N. Ponton* for the plaintiffs.

Clute and *J. J. B. Flint* for the defendant.

STREET, J.] [Dec. 12.

IN RE FERRIS AND EYRE.

Arbitration and award—Misconduct or arbitrators—Receiving ex parte statements—Affidavits on motion.

Upon a motion to set aside an award on the ground that arbitrators improperly received statements from one of the parties in the absence of the other,

Held, that it is not necessary in such a case to impute any intentional impropriety of conduct to the arbitrators, nor to show that their decision has been in any way influenced by what has occurred; it is only necessary to show that their minds may possibly have been influenced against the applicant by the communications that have taken place.

And where it appeared that after the close of the evidence and while the arbitrators were considering it, some explanations in regard to an account were given to them by one party to the arbitration, in the absence of the other on a certain evening, and that when the arbitrators and the parties all met the next morning, one of the arbitrators said that they had had an explanation about the account, and wanted to know what the other party had to say about it;

Held, that the award was bad and must be set aside.

Upon the motion an affidavit tendered in reply was rejected because it contained only matter which supported the case made out by the original affidavits and depositions filed, and an affidavit in rejoinder was also rejected.

Moss, Q.C., for the applicants.

W. R. Meredith, Q.C., contra.

Chancery Division.

BOYD, C.] [Oct. 14.

WORTS AND WORTS.

Will—Construction—Investment—Joint Stock Company—Income.

J. G. Worts by his will authorized his trustees "to invest in such securities as they should think proper, with power to retain any investments existing at his death as long as they shall see fit." He also authorized them to continue his firm business, in which he was engaged, for one year after his death if they saw fit.

A few months after the testator's death his said firm business was converted into a joint stock company, the assets of the testator being valued and put in as so much stock.

Held, that technically this was a breach of trust, and the use of the money of the estate in the business not a proper investment under the will.

Investment is not a proper term as to money in trade; "securities" meaning such securities as bind lands or something to be answerable for it.

The joint stock company business was prosecuted for seven years, when the interest of the testator's estate was bought out at a large advance by the surviving partner.

Held, that under the circumstances of this case, which did not raise the question between tenants for life and remaindermen the profits derived from the above use of the capital of the estate were, properly considered, income, and to be applied accordingly by the trustees of the will.

Moss, Q.C. and *T. P. Galt* for the plaintiffs.

Robinson, Q.C., *Lash*, Q.C., *McCarthy*, Q.C., *Hoskin*, Q.C., *A. R. Creelman*, and *W. Macdonald* for various defendants.

Div'l Ct.] [Oct. 19.

ANDERSON *et al. v.* THE SAUGEEN MUTUAL FIRE INSURANCE CO. OF MOUNT FOREST.

Insurance and insurance companies — Time within which proofs of loss to be made and action commenced—Mortgage clause—Default of mortgagor—Subrogation—Premium note—R.S.O., c. 167, s. 131.

W. insured his mill with the defendants for $1,000. At the time of the insurance the mill was mortgaged to P. The defendants gave a policy payable on its face to the extent of $500 to P. as mortgagee or as his interest should appear. A mortgage clause was on a separate slip attached to the policy. The fire took place October 10th, 1887, and proofs of loss were made by W. September 28th, 1888, and by P. for himself September 20th, 1888, and action commenced October 8th, 1888. In an action by W. and the executors of P. against the Company,

Held (affirming BOYD, C.), that the mortgagee was not bound as "the assured" under statutory condition 12 to make proofs of loss, and that the person assured is the person to make them under conditions 12 & 13.

Held, also, that the neglect of the assured to make the proofs of loss in proper time, so that the sixty days thereafter might expire before the termination of the year after the loss within which an action could be brought under condition 24, was a neglect, from the consequences of which the mortgagee was relieved by the mortgage clause, and that as far as he was concerned the action was not brought too soon.

Held, also, that the words "*shall claim* that as to the mortgagor no liability exists" in the mortgage clause, mean "and as to the mortgagor no liability exists," and that as the policy was valid at the time of the fire, and nothing was shown to have taken place since to render it invalid, there was a liability to the

mortgagor; that condition 22 barred the remedy and not the right, and that the defendants were not entitled to subrogation.

Held, also, that the mortgagor was bound to make the proofs in such time that the sixty days would elapse before the expiration of the year limited for bringing the action and his remedy as to the other $500 of the policy.

Held, also, that as against the mortgagee the Directors of the Company were not entitled to retain the amount of the premium note under R.S.O., c. 167, s. 131; if it was paid they had no claim, and if not paid it was the default of the mortgagor, from the effects of which the mortgagee was protected by the mortgage clause.

Lash, Q.C., for the plaintiffs.

Wm. Kingston for the defendants.

Div'l Ct.] [Oct. 19.

LEMAY *v.* THE CANADIAN PACIFIC R.W. CO.

Railways and railway companies — Employer and employee—51 Vict. c. 29 (D), ss. 262 and 289—"Persons injured thereby"—Answers of jury—Negligence—Volenti non fit injuria.

Plaintiff was a switch foreman in the employ of the defendants, and in uncoupling cars got his feet caught in an unpacked frog and crushed by a car. In an action in which it was contended that the plaintiff, being an employee of the company, was not within the meaning of the statute 51 Vict., c. 29 (D), ss. 262 and 289, in which two of the questions submitted to the jury were: 1st, "Did the plaintiff, before the happening of the accident, have notice or knowledge; or ought he to have had notice or knowledge that the frog was not packed?" and the answer was, "We believe he did not have notice and should have had notice." And 4th, "Was the plaintiff guilty of contributory negligence?" Ans. "We do not believe that he was."

Held (affirming FALCONBRIDGE, J.), that the plaintiff came within the definition "Any person injured thereby," in s. 289, and that to leave track and switchmen out of the benefit of the Act would be to minimize its scope and violate one of the main causes of interpretation laid down by the Legislature, whereby all Acts are remedial and to be liberally construed (R.S.C., c. 1, s. 7, s-s. 36).

Held, also, that even if the answer to the first question was taken to mean that the defendant should have himself known that the frog was not packed, instead of the more obvious meaning that the company did not notify him as they should have done, that would not prevent him recovering, so long as he was not himself negligent, as proved by the fourth answer.

Thomas v. *Quartermaine*, 18 Q.B.D., at p. 697, referred to.

Held, also, that there was no evidence which would warrant such a finding as is defined by WILLS, J., in *Osborne* v. *London and South Western R. W. Co.*, 21 Q.B.D., at p. 224, as that the plaintiff freely and voluntarily, with full knowledge of the nature and extent of the risk he ran, impliedly agreed to incur it, and that the maxim *volenti non fit injuria* did not apply.

Shepley for the appeal.

Delamere and *Frank Keefer* contra.

FERGUSON, J.] [Oct. 25.

WOODHILL *et al v.* THOMAS *et al.*

Will—Devise—Period of distribution—Duration of annuity—Death of annuitant—Who entitled—Vested interest.

A Testator by his will provided as follows:—"I give and devise to my four daughters (naming them) an annuity of $120 per year each, to be paid one year after my decease, and to be for the period of their natural lives. Also to my two granddaughters (children of a deceased daughter) an annuity of $60 each, to be paid annually . . . which annuity will expire at the death of my last daughter. In the event of the death of any of my daughters, the annuity which she received during life to be equally divided amongst her children until the decease of my last daughter, share and share alike. In the event of the death of my last surviving daughter the annuities are immediately to cease and the amount of real and personal estate in the hands of the executors is to be equally divided among my grandchildren, provided they are not lazy spendthrifts, drunkards, worthless characters, or guilty of any act of immorality." One of the granddaughters named married and died, leaving an infant child, and her husband was appointed administrator of her estate.

Held, that each annuity given was to continue to the death of the last surviving daughter, and

that the annuity of the deceased granddaughter from the time of the last payment to her until the death of the last surviving daughter was payable to her proper personal representative for the benefit of those who were, according to law, entitled to her estate.

Held also, that the interest taken by the deceased granddaughter, in the property to be divided by the executors, was a vested interest subject to be divested by the clause, as to lazy spendthrifts, etc., which clause was not a condition precedent, but rather in the nature of a condition subsequent, and that her personal representative became entitled to it.

Latta v. *Lowery*, 11 O.R., at 519, quoted from.

Middleton for the executors.

Moss, Q.C., for the infant great-grandson.

McCullough for an administrator.

J. H. Macdonald, Q.C., for the children and grandchildren.

BOYD C.] [Nov. 27.

LAWLESS v. CHAMBERLAIN *et al.*

Marriage under intimidation and threats—Conduct of the parties—Action to declare it a nullity—Jurisdiction—Consent of parents to infants marriage—26 Geo. II., c. 33, s. 11.

To dissolve a marriage once validly solemnized, is not of judicial but of legislative competence, whereas if the alleged marriage has been procured by fraud or duress in such wise that it is void *ab initio*, judgment of nullity may be given by the Court.

When a marriage *de facto* is ascertained to be void *de jure* by reason of the absence of some preliminary essential the action of the Court does not annul, but declares it was from the first null and void. There is jurisdiction to grant this measure and manner of relief now vested in the Superior Courts of Ontario.

In cases of annulling marriages, nothing short of the most clear and convincing testimony will justify the interposition of the court.

Plaintiff having gone to the home of the defendants, the father entered the room with a pistol in his hand, which he pointed at plaintiff, and threatened that if he did not marry his daughter, he should not leave the house alive. Other relatives came in, and the father became more quiet. Plaintiff consented to be married, and a clergyman was sent for, but when he came plaintiff told him he was a minor and had not obtained his father's consent, and had been placed in his then position at the head of a revolver. The clergyman then refused to perform the ceremony, and went for another. When the two returned plaintiff expressed his willingness that the ceremony should proceed, but neither would officiate. On a suggestion that the parties should go to a neighboring city, procure a license and have the marriage performed there, plaintiff consented, and drove an uncle of the defendant to the city in his conveyance, obtained the license, representing his age as twenty-two, and arranged with the city clergyman who performed the ceremony, and who at the trial testified that plaintiff answered the usual questions in the marriage service so that he (the clergyman) had no reason to suspect he was not a willing party.

Held, that although evidence of intimidation might be found at one point of time during the transaction, that was not enough. It must be manifest that force preponderated throughout so as to disable the one influenced from acting as a free agent; that although plaintiff at first protested, by his subsequent conduct he displayed a readiness to assist in the preliminary details, and submitted to the proposed method of procedure and forwarded its accomplishment; the necessary consent to the union was proved as to both parties, and the religious observance was not a mere idle ceremony, but was the final step in the actual constitution of marriage.

Held, also that sec. 2 of 26. Geo. II., c. 33 (Lord Hardwick's Act) was not in force in this province.

Gemmill and *Chrysler* for the plaintiff.

McCarthy, Q.C., and *Harcourt* for the infant defendant.

BOYD, C.] [Dec. 6.

RE J. T. SMITH'S TRUSTS NO. 2.

Moneys in Court - Application to pay out to trustees—Trustee company—Party entitled to income—Retention in court—Remainderman.

On an application by a Trustee Company and a party who was entitled for life to the income of a fund in court, which was the proceeds of the sale of certain settled estates for the payment out of the fund for the purpose of investment by the company as trustees (they having been appointed the trustees under the will which devised the settled estates) which appli-

cation was opposed by the official guardian, on behalf of the remainderman.

Held, that the practice and current of authority were against what was asked by the petitioners, and that they were not entitled to it as a matter of right, and that the application must be dismissed.

Arnoldi for the petitioners.

J. Hoskin, Q.C., official guardian for the remainderman.

BROWN *et al. v.* GROVE *et al.*

Fraudulent conveyance — Assignment for the benefit of creditors—Sheriff as assignee-Death of Sheriff—Deputy and successor as assignees —Refusal to act—R.S.O., c. 124.

In an action by a judgment creditor to set aside a conveyance made and the proceedings had under a power of sale in a mortgage (by which certain property was transferred) as in fraud of creditors,

Held (affirming ARMOUR, C.J.), that upon the evidence the plaintiffs could not succeed.

Held, also, that the plaintiffs had no *locus standi*, because an assignment for the benefit of creditors had been made by the owner of the property to the sheriff, and although the sheriff was dead and nothing had been done under the assignment since, the individual creditors could not sue without first getting rid of it: that by R.S.O., c. 124, assignments for the benefit of creditors made to a sheriff are made to him as a public functionary, and on his death the administration and care of the assigned estate devolves upon his deputy and thereafter upon his successor in office. It is not competent to the sheriff as a public officer to disclaim or decline to act as assignee. He has no such option as might exist in the case of a private assignee.

W. Nesbitt and *Lees* for plaintiffs.

Lash, Q.C., for defendants.

Practice.

C.P. Div'l Ct.] [Nov. 26.

SIERICHS *v.* WOODCOCK.

Notice of motion — Divisional Court—Rule 800, construction of.

Upon the proper construction of Rule 800, a notice of motion to a Divisional Court must be made returnable on the first day of the sittings. But where, although the notice of motion had been made returnable on the fifth day of the sittings, it appeared that there had been a *bona fide* intention to move ten days before the sittings, when the notes of evidence were ordered, leave was given to set the motion down, costs being given against the party moving.

Aylesworth for the plaintiff.

C. J. Holman for the defendant.

STREET, J.] [Nov. 29.

MCDOUGALD *v.* THOMSON.

Dismissing action— Want of prosecution—Failure to enter for trial—Notice of trial—Rules 647, 663.

Where the plaintiff fails to enter the action for trial at a sittings for which he has given notice of trial, the action cannot be dismissed for want of prosecution under Rule 647; the defendant's remedy is to enter the action himself under Rule 663.

Crick v. *Hewlett*, 27 Chy.D., 355, distinguished.

George M. Barton for the plaintiff.

Gunther for the defendant.

BOYD, C.] [Dec. 3.

BRITISH AMERICAN L. & I. CO. *v.* BRITNELL.

Discovery — Rule 928—Examination under— "Transfer" from judgment debtor—"Assignment" for creditors under R.S.O., c. 124.

"Transfer" used in Rule 928 is not intended to cover an "assignment" for the general benefit of creditors, valid and sufficient under R.S.O., c. 124, and an assignee under that Act is not one of the persons to be subjected to examination under that Rule.

R. A. Grant for plaintiffs.

Arnoldi for assignee of defendant.

MACMAHON, J.] [Dec. 3 and 12.

KINGSLEY *v.* DUNN.

Judgment under Rule 739—Affidavit of defendant—Cross-examination of plaintiff—No discretion to refuse—Costs.

Upon a motion for judgment under Rule 739 the defendant may satisfy the Judge that there is a good defence otherwise than by affidavit; and one means of doing so is by cross-examin-

ation of the plaintiff, on h' affidavit filed in support of the motion.

And where the defendant was sued as administratrix of her late husband upon a promissory note made by him, and upon a motion by the plaintiff for judgment under Rule 739 filed an affidavit in which she did not set up any defence;

Held, nevertheless, that there was no discretion to refuse her an opportunity of cross-examining the plaintiff; and upon an appeal from the decision of a local Judge refusing an enlargement for such purpose and allowing the plaintiff to sign judgment, a direction was given that the plaintiff attend at his own expense for cross-examination, and although upon such cross-examination the defendant could not shew that she had any defence, and the order for judgment was affirmed, she was allowed a portion of the costs of a successful appeal.

H. Cassels for plaintiff.

W. M. Douglas for defendant.

STREET, J.] [Dec. 4.

IN RE SOLICITOR.

Solicitor and client—Bills of costs rendered to executors for services to estate—Residuary legatees may apply for taxation—R.S.O., c. 147, ss. 32, 42—Place of reference—Agency work done in Toronto—Discretion—Special circumstances—Amount of bills—Retaining fees.

Residuary legatees may apply for taxation of bills of costs rendered to executors for services to the estate; for they come within s. 42 of the Solicitors' Act, R.S.O., c. 147, as being "liable to pay," *i.e.*, by the lessening of the amount of the residuary estate.

Where the proceedings in respect of which bills of costs were rendered were carried on principally at Belleville, but the bills were made up in part of charges for agency work done at Toronto;

Held, that there was a discretion under s. 32 of the Solicitors' Act, R.S.O., c. 147, to refer the bi.. to a taxing officer at Toronto, instead of at Belleville; but that discretion should not be exercised in favour of Toronto in every case where agency work is done there, and should not be exercised unless under special circumstances.

And in this case the large amounts of the bills, and the fact that retaining fees were charged by the solicitor, were looked upon as special circumstances.

Middleton for the applicants.

C. J. Holman for the solicitor.

STREET, J.] [Dec. 10.

In re SWEETMAN AND TOWNSHIP OF GOSFIELD.

Municipal by-law—Motion to quash—Notice of motion—Time—R.S.O., c. 184, s. 332—Rules 485, 526.

There is no power under Rule 485 or otherwise to shorten the four days notice required by R.S.O., c. 184, s. 332, as modified by Rule 526, to be given of a mo'ion to quash a municipal by-law.

And where the last day for making the application was a Thursday, and notice was given on the preceding Monday for the intervening Tuesday,

Held, that the application could not succeed, even if the notice were regarded as one for Thursday.

Langton for applicant.

W. H. Blake for township.

STREET J.] [Dec. 10.

BRADT *v.* BRADT.

Examination—Taking depositions in shorthand—Power of examiner to delegate.

A special examiner or officer of the court taking an examination in a cause or proceeding pending in court has no power to authorize any other person to take down the depositions in shorthand; and a person cannot be compelled in the face of his objection to submit himself for examination where the examiner proposes to have the depositions so taken.

R.S.O., c. 44, s.s. 147, 148, and Rules 501-3 considered.

W. H. Blake for plaintiff.

Hoyles for defendant.

STREET, J.] [Dec. 11.

THOMSON *v.* GYE.

Discovery—Evidence—Foreign Commission—Examination of defendant before delivery of statement of claim—Special circumstances.

An order for examination before the delivery of pleadings, whether for discovery or evidence, should only be granted under exceptional cir-

cumstances and where absolutely necessary in the interests of justice. The plaintiff was seeking damages for breach of a contract made with persons whom he alleged to be agents of the defendant. Before delivering a statement of claim, and after many months had elapsed since appearance, the plaintiff obtained an order to examine the defendant under a foreign commission at Chicago, in the United States of America for the purpose, as he alleged, of obtaining information for the purpose of framing his statement of claim, and also for convenience, as the defendant was continually travelling about in the course of her career as a public singer, and it might not be possible to take her evidence later if t were not taken at Chicago, where she was shortly to be.

Held, that the circumstances were not such as justified the order, and it was set aside.

W. H. Blake for plaintiff.

C. Millar for defendant.

BOYD, C.] [Dec. 17.

IN RE BEATTY AND CITY OF TORONTO.

Costs—Arbitration and award—Expropriation of lands by municipal corporation—Award of costs "as between solicitor and client"—R.S. O., c. 184, s. 399—Error on face of award—Taxation of costs.

Section 399 of the Municipal Act, R.S.O., c. 184, provides, with regard to arbitrations under the Act, that the arbitrators shall have power to award the payment by any of the parties to the other of the costs of the arbitration, and may either direct the payment of a fixed sum or that the costs shall be taxed on either the scale of the High Court or of the County Courts, in which case the costs shall be taxed by the officer of the proper court.

Arbitrators directed that the costs of certain land-owners of arbitration proceedings to ascertain the compensation to be paid by a municipality for land expropriated should be taxed on the scale of the High Court "as between solicitor and client."

Held, that the judicial discretion of the arbitrators was exercised and expended when costs were adjudged according to a certain scale; and that the arbitrators had no power to give costs "as between solicitor and client"; and, as the error appeared on the face of the award, the municipality was not driven to appeal therefrom, but was entitled to claim the benefit of the excess of jurisdiction upon the taxation of the cost. The ruling of the taxing officer that the costs should be taxed as between party and party was affirmed.

W. N. Miller, Q.C., and *J. W. Howard* for the land-owners.

C. R. W. Biggar for the City of Toronto.

Div'l Ct.] [Dec. 20.

REGINA *v.* ARMSTRONG.

Costs—Appeal to Divisional Court from Judge in Chambers—Neglect to set down.

The defendant served upon the convicting magistrate notice of a motion by way of appeal from an order of a Judge in Chambers refusing a *certiorari* to remove his conviction, returnable before a Divisional Court on the first day of the Michaelmas sittings, but did not set the motion down for hearing before the sittings or take any step after serving the notice of motion to bring it to a hearing during the sittings.

The Court ordered the defendant to pay to the magistrates their costs of appearing to shew cause against the motion.

Langton for the magistrates.

BOYD, C.] [Dec. 20.

FAUCHIER *v.* ST. LOUIS.

Costs—Contribution between parties liable for—Reference, scope of—Costs of appeal from Master's report.

In an action by creditors to set aside a conveyance of land as fraudulent, a consent judgment was pronounced, which was so framed as to exclude creditors other than the plaintiffs from sharing in the proceeds of the property. Upon the petition of a creditor this judgment was opened up, the conveyance was declared fraudulent and void against all creditors, and a reference was directed to a Master to sell the lands and distribute the proceeds of sale among the creditors and incumbrancers. It was also ordered that the petitioner's costs should be paid by the plaintiffs and the two defendants.

The Master made a special finding in his report that the whole of the petitioner's costs had been paid by the defendant St. L. The latter appealed from the report on the ground that the plaintiffs should have been found liable to contribution in respect of these costs, and

also moved substantively for an order for payment of one-third thereof by the plaintiffs.

Held, that the Master was right under the terms of the reference not to deal with the question of contribution; but that the defendant St. L. was entitled to a substantitive order against the plaintiffs for payment of one-third of the costs, because the plaintiffs were jointly liable with him and the other defendant therefor.

As there was no need to appeal, and the application might have been made in Chambers, no costs of it were given.

J. A. Macintosh for plaintiffs.

D. W. Saunders for defendant St. Louis.

C. P.] [Dec. 21.

REGINA *v.* RICHARDSON. REGINA *v.* ANDERSON.

Motion—Renewal of, where refused—Indulgence—Merits.

It is only by the indulgence of the Court that a second application is permitted or entertained, where the first application has been refused. And where the defendants' applications for orders *nisi* to quash convictions were refused upon the ground of non-compliance with the statute and rule requiring a recognizance and affidavit of justification to be filed, and the Court upon such applications was not favourably impressed by what was urged as the merits of the applications;

Held, that the indulgence of the court ought not to be extended in favour of fresh applications made by the defendants upon new material supplying the defects.

Du Vernet for defendants.

Law Students' Department.

CERTIFICATE OF FITNESS.

Mercantile Law—Practice—Statutes.

Examiner—R. E. KINGSFORD.

1. What is a *Bill of Lading?* Explain what statutory rights have been conferred upon the endorsees of such bills, and state the reason for the legislation.

2. Define chose in action. In an action by an assignee of a chose in action, what statutory requisite is there as to pleading?

3. A. being indebted to B. on a promissory note for $500, dated 3rd November, 1883, on 5th November, 1889, pays B. $100 on account, and B. (A. being present) endorses on the note a memorandum of such payment. A. never pays any more, and B. sues on the note, relying on the endorsement made by him as taking the case out of the Statute of Limitations. How far is B. right? Why? How far could he rely on the payment of the $100 apart from the memorandum?

4. A. is indebted to B. There are other creditors of A. besides B. B. wishes to get immediate judgment against A.: what procedure is forbidden to B. by statute? Indicate a mode of procedure whereby B. can secure immediate judgment against A. which he can hold against the other creditors. What practical check have the other creditors when B. tries to realize on his execution?

5. Where an assignor for the benefit of creditors is a member of two different co-partnerships, what statutory rule is laid down as to the priority in which the creditors' claims shall rank on the several estates?

6. What statutory requisites for the renewal of chattel mortgages?

7. To what extent is an agent entrusted with possession of goods deemed to be an owner thereof?

8. Upon what material and at what stage of an action can you obtain the oral examination upon oath of a party to such action touching the matters in question therein?

9. On what material can you obtain an order of Replevin?

10. In the undermentioned cases when can service out of the jurisdiction of a writ of summons be allowed by Ontario Courts? (*a*) Cases of Contract. (*b*) Rectification of deed.

Real Property and Wills.

Examiner—P. H. DRAYTON.

1. What, if any, distinction is there between the covenants for title in a statutory short form deed, and the statutory short form mortgage?

2. Explain the provisions of the Registry Act with regard to notice.

3. In searching a title you find a discharge of a mortgage to A., a deceased person, executed by B., one of three executors under A.'s will. Would you consider this a valid discharge? If so, why? If not, why not?

4. Under what circumstances will illegitimate children take under a will, under the general designation of children?

5. When is a title to real estate first shewn, and when is it made?

6. A., the owner of certain lots in Toronto, enters into a good and binding agreement with B. for the sale to him of the said lots, which agreement is dated the 1st November, 1889. On the 3rd November, *Fi. Fa.* lands are placed in the hands of the sheriff of the City before delivery of deed and completion of transfer. What effect has the *Fi. Fa.* lands on the lands of the vendor agreed to be conveyed?

7. Explain the doctrine of consolidation of securities, in how far is the same effected in regard to real estate by Provincial legislation?

8. Within what time must a purchaser of lands under process of Court, register his conveyance, and what might be the consequence of his not so doing?

9. What is meant by a Marketable Title?

10. A., a spinster, the owner of a farm acquired by her in January, 1885, intermarries with B. in June of the same year. In January, 1887, she agrees to convey the property to C., he (C.) desires the concurrence of the husband of A. to the conveyance. Can he successfully contend for it? Explain generally the law as laid down in Armour on Titles.

Equity.

Examiner—P. H. DRAYTON.

1. Distinguish between the practice of the Court in admitting parol evidence in a suit of specific performance on a contract of real estate: 1st. Where the plaintiff, seeking specific performance, wishes to incorporate a parol variation; 2nd, Where the defendant seeks to give the same in defence?

2. What are the general rules which govern in respect of restraint of publication of private letters?

3. State shortly the provisions of Statutes 13 Eliz., ch. 5, and 27 Eliz., ch. 4, and state what, if in any, way they have been effected by Provincial legislation.

4. What distinction is there, if any, as to the duty cast, 1. Upon a person applying for insurance (irrespective of any statutory enactments); 2. Upon a creitor obtaining a bond of security, as to disclosure of facts respectively within their knowledge?

5. A., the wife of B., sues him for alimony: B. admits the claim, but, wishing to be relieved from the worry of paying an annual sum, seeks to pay into Court the sum of $10,000 in lieu thereof. Will the Court permit him to do so? If not, why not?

6. What was the old law as to the separate estate of a married woman being bound by her contracts? Has it been in any way modified by Provincial legislation?

7. A. claims to be the patentee of a right to manufacture a certain article: he brings an action against B. for infringement of the same, seeking in his writ an injunction. Under what circumstances would the Court grant him an interim injunction?

8. A. and B. are arbitrators: in making their award, they spread a certain point of law on the face of their award: admitting the law, they decide contrary thereto on principles of equity and good conscience: the aggrieved party seeks to have the award set aside in consequence of their so deciding. Can he succeed? Explain.

9. What was the law as to the duty of purchasers from trustees to see to the application of the purchase money? Has it been in any way modified by Provincial legislation? If so, how?

10. State the several steps in an action of foreclosure on a mortgage where no appearance has been entered by the defendant.

CALL.

Harris on Criminal Law.—Broom's Common Law, Books 3, 4.—Blackstone, vol. I.

Examiner—R. E. KINGSFORD.

1. What is the gist of the crimes of *conspiracy* and *piracy* respectively?

2. Enumerate the cases in which an officer may lawfully kill a person charged with crime?

3. Distinguish the crime of *riot* and *affray*.

4. What are the rules of law in reference to the construction of (*a*) *penal statutes*, (*b*) *statutes against fraud?*

5. What is the effect upon a statute of a saving clause which is totally repugnant to the body of the Act? Why?

6. What is the rule as to the civil liberty of a lunatic for torts committed by him?

7. What is the difference between the liability of a master for the tort of his servant, and that of a person for a tort committed by one with whom he contracts for certain work to be done?

8. Give an instance of a wrongful act, which renders the wrongdoer liable to two separate actions by two different plaintiffs for injury to the same person or property.

9. What is the present doctrine as to *insanity* forming a defence to an indictment for murder?

10. Explain the doctrine of the ratification of torts.

Contracts—Evidence—Statutes.

Examiner—R. E. KINGSFORD.

1. Distinguish the duty of the Court and jury at a trial with regard to the construction of written instruments.

2. A. deals with B. knowing B. to be the agent for C. B. is indebted to A., and when C. sues A. on the contract made between A. and B. as such agent, A. claims to set off as against C. B.'s liability to him, A. How far can he do so? Why?

3. When a party deals with an agent whom he does not know to be an agent, how far does a contract arise between such party and the undisclosed principal?

4. What is meant by the term *Formal* Contracts as used by Pollock, and shew how they have been affected by the doctrine of consideration?

5. How far will a contract be valid for the doing of something the lawfulness of which depends on some event not within the control of the parties?

6. Where a difference of local laws is in question, how is the lawfulness of a contract to be determined?

7. Give instances where a promise to indemnify is implied by law.

9. Plaintiff's counsel at a trial seeks to cross-examine a witness on a previous statement made by the witness in writing. Defendants' counsel objects to the cross-examination proceeding without the writing being shown to the witness. How far is he right? Why?

9. A plaintiff desires to use as evidence a will duly proved in Newfoundland, and such will being sufficient to pass real estate in Ontario, how can he dispense with the original will, and yet put in the evidence?

10. An administrator takes out letters of administration after a promissory note comes due. He desires to sue on the note. When does the Statute of Limitations commence to run against him? Why?

Equity.

Examiner—P. H. DRAYTON.

1. A. makes a note for [illegible]00 to B., payable six months after date, date [illegible]e 1st of January, 1888. A. dies in May of that year leaving B. a legacy of $1,500. Can B. claim both the amount of the note and the legacy? Explain.

2. In what class of cases is it laid down as law that a Court of Equity will not interfere to mitigate a penalty or forfeiture when incurred?

3. A. enters into a binding agreement with B. for the purchase from him of his farm. The consideration is a fair one for agricultural lands, but A. is aware that the lands contain a valuable slate deposit which fact he says nothing of to B. before ti[illegible]ntract is finally completed. B. discovers the existence of the slate and refuses to carry out the bargain. A. brings an action for specific performance. Can he succeed? Give reasons for your answer.

4. What is meant by the terms "surcharge" and falsify, used in connection with the taking of an account in equity?

5. Under what circumstance will the Court decree the dissolution of a partnership during the term for which it is stipulated to continue?

6. What statutory provision is there (if any) regulating the class of investments open to a trustee for investing the trust funds of the estate?

7. A. B. and C. are sureties on a bond to D. for the sum of $10,000: B. becomes insolvent during the pendency of the bond, and, on default occurring, A. pays the $10,000. What is his remedy as against C.? Explain.

8. State briefly the rights and duties of a receiver in possession of an estate.

9. What acts of part performance of a parol contract for the sale of lands will suffice to take it out of the Statute?

10. Define "novation" and "subrogation," and illustrate each with an example.

Real Property.

Examiner—P. H. DRAYTON.

1. In a contract for the sale of a property by A. to B., a date is fixed for its completion: nothing is said in the contract with regard to

interest: the contract is not completed at the specified time. State the rules which govern as to whether or no B. can be called upon to pay interest.

2. What are the essentials of an agreement for the sale of land so as to bring it within the Statute of Frauds?

3. A., a married man, conveys property to B., his wife not joining to bar dower. At what period will the Statute of Limitations operate to bar the wife's dower.

4. What is a vendor's lien? In what way may it be waived? On whom would rest the burden of proof were waiver set up? How can lien be defeated?

5. Draw a clause for insertion in conditions of sale giving the vendor power to rescind under certain circumstances, and explain the extent of such a power.

6. To what extent can a purchaser call upon the vendor to furnish negative evidence of matters arising out of the abstract?

7. Upon an agreement for the sale of lands which is silent as to the growing crops. Who is entitled to them? Reasons.

8. What persons will be included in a bequest to nephews and nieces, and to cousins respectively?

9. What are the respective rights of vendor and purchaser, where a fire occurs, of property contracted to be sold, before sale completed, where the agreement for sale is silent as to insurance?

10. A devise to "A. and his children:" A. has no children at the time of the devise. What estate does he take?

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Latest additions:

Abbott's Trial Brief on the Facts, New York, 1889.

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Smith on Damages, 2nd ed., Edinburgh, 1889.

Tiedeman on Commercial Paper, St. Louis, 1889.

Wait on Fraudulent Conveyances, 2nd ed., New York, 1889.

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practice .

Miscellaneous.

LITTELL'S LIVING AGE.—The numbers of *The Living Age* for the weeks ending Nov 30th and December 7th have the following contents: A Problem in Money, *Nineteenth Century;* Eton Fifty Years Ago, *Macmillan's Magazine;* The Inhabitants of East London, *Quarterly Review;* Diary of an Idle Rector, *Blackwood's Magazine;* Australia Fifty Years Ago, *Nineteenth Century;* The Gardens of Pompeii, *Macmillan's Magazine;* The Swiss

Army, *Spectator;* Rome in Transformation, *Chambers' Journal;* A Surrey Fish-Farm, *Spectator;* The Old Missionary—A Narrative in Four Chapters, *Contemporary Review;* Thos. Poole, *Temple Bar;* Russian Characteristics Part III., *Fortnightly Review;* In a Country Churchyard, *Chambers' Journal;* with instalments of "Sir Charles Danvers," and poetry and miscellany.

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Law Society of Upper Canada.

MICHAELMAS TERM, 1889.

The following gentlemen were called to the Bar during the above term: *November 18th*—Bidwell Nichols Davis, Ernest Edward Arthur DuVernet, Donald Murdoch Robertson, Robert Gordon Smyth, Adrian Ignatius Macdonell, Herbert William Lawlor, Charles Elliott, Thomas Mulvey, Richard Lawrence Gosnell, George Newton Beaumont, Gordon James Smith, Wentworth Greene, George Davey Heyd, Frederic Barnard Fetherstonhaugh, George Henry Cowan, Donald Roderick McLean, William Pinkerton, William Banfield Carroll, Robert Segsworth, Reginald Murray Macdonald, Ranald David Gunn, James Wilson Morrice, and Charles Frontenac Smith, *December 7th*—George Carnegie Gunn.

The following gentlemen were granted Certificates of Fitness as Solicitors, viz.: *November 18th*—R. G. Smith, B. N. Davis, H. L. Dunn, E. L. Elwood, J. W. Morrice, R. Segsworth, R. L. Gosnell, A. Elliott. *November 19th*—G. D. Heyd, T. Mulvey, A. I. Macdonell, D. R. McLean, G. H. Cowan, C. D. Scott, A. J. Forward, R. E. Lazier, S. D. Lazier, R. M. Macdonald, R. K. Orr, H. D. Cowan. *November 23rd*—D. T. K. McEwan, F. J. Travers, D. A. Dunlop, F. S. Mearns. *November 29th*—M. H. Ludwig, E. E. A. DuVernet, G. C. Gunn. *December 7th*—W. Pinkerton, J. T. Hewitt.

The following gentlemen passed the 2nd Intermediate Examination, viz.: W. T. Evans, T. G. A. Wright, W. F. Langworthy, H. C. Boultbee, F. Billings, F. T. D. Hector, E. N. R. Burns, L. Irving, C. P. Smith, W. F. Smith, C. Fraser, R. B. Matheson, J. J. Maclennan, A. S. Burnham, R. G. Pegley, F. W. Hill, J. B. Pattullo, T. J. Murphy, J. F. Macdonald, A. D. Crooks, A. G. McLean, S. C. Macdonald, D. J. Macmurchy, W. H. Garvey, G. Waldron, W. C. Smith, H. E. Stone.

The following gentlemen passed the 1st Intermediate examination, viz.: W. S. Morden, T. W. McGarry, W. J. McCamon, J. E. Bird, A. L. Malone, W. A. Lamport, A. Bicknell, W. J. Harvey, M. H. McLaughlin, P. Sherwood A. S. Macdonell, J. H. Madden, M. P. McDonagh, F. D. Boggs, W. H. Hodges, G. A. Sayer, W. H. Grant, J. A. Oliver, H. T. Berry, J. E. Jeffery, F. T. Costello, F. G. Evans, W. Farnham, N. Jeffrey.

The following gentlemen were entered as Students-at-Law and Articled Clerks, viz:—*Graduates*—Andrew Bain, Jasper Noble Fish, John Anketel Garvin, Robert Linton Johnston, Chas. Robert Hamilton, George Edmund Powell, John Robertson Blake, Caleb Sydney Coatsworth, Frank Christopher Cook, George Tait Copeland, Stewart Fielde Houston, Ford Jones, Pierre Antoine Chagnon LaRose, Francis Wallace McConnell, Thomas Robert Edward McInnes, William Wallace Burns McInnes, Henry William Charles Shore, Alex. Smith, James Grayson Smith, jr., John Francis Snetsinger. *Matriculants*—Robert Elliott Heggie, William Stafford Wilkie, Martin Hugh Roach, James Scott Brown, John Edward Cahoe, Chas. Will Craig, Wm. Stearne Deacon, Geo. Taylor Denison, jr., Joseph Fowler, George Reginald Geary, Joseph Rowan Grant, Ward Haynes, Gordon Henry Hayward, Leonard D'Arcy Hinds, James Jefferys Mahaffy, Fred. Campbell McBurney, Fred. Armand McDiarmid, Wm. Mulock, jr., Egbert Russell Purvis, Wm. Armstrong Robinson, Harvey James Sims, George Ruthven Stone, Herbert Lorne Watt. *Junior Class*—Gideon Grant, William Melville McClermont, David James McBride, Sydney Taylor Medd, George Bell Smith, William Archibald Hastings Kerr, Laird Selby Fraser, Henry Frank Hunter, Charles James Foy, Wm. Scott McCallum, Gibson Fulford Thomas Arnoldi, Robert James McPherson, Frank Wade, Alex. Fleming. *Articled Clerks*—Chas. Arthur Batson, Morgan Terence McSweeny.

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