Canada Law Journal.

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DIARY FOR JULY.

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

TORONTO JULY 1, 1881.

SIR W. M. JAMES, Lord Justice of Appeal in England, died on the 7th ult., at the age of 74. He had a high reputation as a judge, and he will be a great loss to the Bench.

A CORRESPONDENT in our last issue took exception to the practice which prevails in reporting applications made by clients against and solicitors, not to mention the attorneys name of the delinquent. Our reporters have, so far, followed the rule which has time out of mind prevailed in England. Whilst this course is merciful to the few, it is unjust to the many, as is forcibly set forth by "Solicitor." The fear of notoriety being given to the dishonest act of an attorney, causing a wholesome horror of his name being handed down to posterity in an unenviable light, would, moreover, be a strong deterrent against improper conduct. As at present advised we shall act on the suggestion of our correspondent.

OUR REPORTS.

The letter of "Barrister" (on page 277) draws attention to a matter which has often been spoken of in professional circles, and must sooner or later receive a larger share of attention. The points taken are, that many important and valuable decisions are given wherein no written judgments are prepared; that these decisions are not as a rule reported, and that the reporters are derelict in their duty in not reporting or noting them.

As to what our correspondent says about judgments rendered immediately cases are heard, there is not only great advantage to suitors in this practice (we speak especially with reference to judgments of first instance) but it is rapidly becoming a matter of necessity to the judges. In England it is the rule, and written judgments are the exception. We should not have thought that the number of unwritten judgments are at present so many as our correspondent would seem to think, though we admit he has good opportunties of judging; but they will probably become more and more common, and it follows, if we are to have complete reports, that *viva voce* judgments must be reported. It does not follow, however, that it would be fair to ask the present staff of reporters with their present salaries to do the extra work that this would involve. If the salaries of the reporters were reasonable under the then state of things, they would be insufficient with a larger number of

cases to report, and when, instead of the comparatively simple task of putting in shape a written judgment, wherein the judge gives (as is sometimes the case, though less frequently than it used to be) the facts and arguments, as well as his own views and decision, the reporter has to get the complete facts partly from the papers filed, and partly from the counsel, as well as note the judge's remarks as best he may. There is no question as to what *ought* to be done, and what must eventually be done—it is now well done in England—but we do not think the present staff of reporters should be called upon to do more work without increased remuneration. As it is, their time is pretty well occupied and their official duties militate strongly against the obtaining or satisfactorily performing ordinary professional work. In England, of course, this is not so, as the reporters are always barristers who are not expected, as a lawyer here is, to remain most of the day in his office.

Much more could be said in reference to this matter but we shall not pursue it further at present. We gladly however make public part of a recent statement of the Committee of the Benchers on reporting. Their words are as follows:—

"The Committee have great satisfaction in stating that never before has the reporting been so well up in all the courts as at present, and it is hardly possible to expect greater despatch or promptitude than are now used in placing the decisions of the courts in the hands of the profession."

The position of a reporter is generally a thankless one; the work is wearying and there is more labour about it than many are aware of. Our reporters may have their faults, but we know by practical experience the difficulties and unsatisfactory nature of the position; we have therefore all the more pleasure in publishing the report of this Committee—one of the most efficient committees, by the way, of the Society.

MORTGAGES ON UNPLANTED CROPS.

The wisdom of sustaining mortgages on crops to be sown, from a limited commercial consideration, may fairly be questioned; but, viewed from a farmer's point of interest, the desirability of upholding such securities goes without question. In agricultural countries, where so much depends upon the harvest, it is of paramount importance to a people, that the farmer should have preserved to him those resources and facilities of which he may be deprived by the uncontrollable failure of a season. That the farmer, upon whose skill and labour so much depends, is the first to gain or lose, relatively to his facilities for production, is an argument for sustaining such securities suggested by sentiment; but to have a preservative, to some extent, against hard times, by mitigating his loss, and sustaining the farmer over one bad season is an argument which commends these securities for unanimous support. No more effective illustration of the law of cause and effect can be had than the certainty with which hard times follow upon bad crops. The one is the necessary consequence of the other, and as positive in its succession as that season follows season. In what follows, therefore, we will discuss the subject of our article, and refer briefly to its history.

In those "good old days," (to use a doubtful aphorism) when law was equity, and the equities always equal, the law prevailed, and equity was as limited and technical in its power, as was the sense in which it was accepted in equity jurisprudence. Law seemed jealous of interference, and equity seemed timid of its more ancient rival; and so the operations of each system were as separate and distinct as are now the principles respectively governing legal and philosophical equity. The disinclination of the two systems to unitedly concentrate towards an acknowledged object, at times produced contrary results, and not unfrequently an-

tagonism; and the governing principles of one system being as little satisfactory as those of the other, in their respective applications, made the maxim, "no wrong without a remedy," extremely problematical. Whereas now, the rule in equity is really the rule in law, (*Lutscher* v. *The Comptoir D'escompte De Paris*, L. R. 1. Q, B. D., 709), formerly the rule in law was not the rule in equity. Then we were taught, *Equitas sequitur legem*," now we believe, *Lex sequitur equitatem*," more properly, perhaps, *Equitas lex est, et lex est equitas.* For this identity we are indebted to the Administration of Justice Act, 1873 (36 Vict. cap. 8, and see *Kennedy* v. *Bown*, 21 Gr. 95), and so the "last hair of Lord Eldon's wig" perished, virtually, by an earlier Act of Mr. Mowat than the new Judicature Bill.

At law, for instance, as a general principle, it was not possible to sell a thing which had no existence (Parsons on Contracts, pp. 522, 523.) "It is a common learning in the law," it has been said, "that a man cannot grant or charge that which he hath not," (Perkins tit. Grants, sec. 65) or as Lord Bacon said, "The law doth not allow of grants, except there be a foundation of interest in the grantor; for the law will not accept of grants of titles, or of things in action, which are imperfect interests: much less will it allow a man to grant or encumber that which is no interest at all but merely future" (see *Lunn* v. *Thornton*, 1 C. B., 379). This impossibility commends itself to reason, for how, it may be asked, can a contract operate upon something which is nothing—*Nemo dat quod non habet.* At law there required to be an actual or potential ownership (*Grantham* v. *Hawley*, Hob. 132), and how could either exist when there was nothing to own; for, even in potential ownership, the article did not exist, the ownership relating to the article granted, and not to that out of or from which the article granted arose or was produced. Thus, for example, the case of actual ownership is illustrated by one being possessed of and granting wool already sheared from his sheep; and the case of potential ownership by the grant of wool to be taken from sheep already his. The latter grant is only sustained because there is a foundation for an interest *in futuro*, which does not exist in possibility only (Lord Ellenborough, C. J., in *Robinson* v. *Macdonnell*, 5 M. & S. 228). When, however, at the time of the grant the thing granted has a potential existence, it would seem the grant was not made inoperative by any limit of time within which the thing granted was to come into existence, for a man could grant all the wool of his sheep for seven years, and the grant was good (Perkins; tit. Grants, § 90).

On the other hand, when there existed neither actual nor potential ownership in the subject matter of the grant, the grant in law was bad, though it must not be forgotten, in the case of non-existing property, that an executory contract might legally be entered into (*Hope* v. *Hayley*, 5 E. & B. 830; *Chidell* v. *Galesworthy*, 6 C. B. N. S. 471), but in respect thereof no bill would lie for specific performance (per Martin B., *Belding* v. *Read*, 3 H. & C. 955.

It is not difficult to see that from this state of the law, the evident intention of parties was often defeated, and so, though a prophetic conveyance without more could not be made, yet such a conveyance was legalized even at law, "*interveniente novo actu*:" but the "*novus actus*" must, without doubt, declare the intention of the parties to be the confirmation of a prior sale; and until some tangible act upon the part of vendor or vendee, acquiesced in by both parties, has been performed, the vendee has but a "*jus ad rem*," and the intervening of the rights of others will be to his prejudice.

Thus, then, at law, things *in posse* were not assignable, but to this rule came the exception, that when the thing assigned had a potential existence, the grant was good, and the further exception in favour of the grant, when

interveniente novo actu, the grant was subsequently confirmed.

But it can no longer be said that in law, apart from the foregoing exceptions, the existence of the subject matter of the grant is requisite to a valid grant thereof. The Courts of Common Law now are vested with the power of applying principles formerly the exclusive privilege of Courts of Equity (*Kennedy* v. *Bown*, 21 Gr. 95), and which, when so applied, prevail (*Lutscher* v. *Comptoir, &c., supra*); and so the lines once drawn between law and equity exist now only in memory.

If, then, equity has put a different construction upon assignments of after-acquired property, the old rule of law becomes practically obsolete, and a knowledge of it practically useless, except, perhaps, upon the legal effect of a *novus actus interveniens*. That equity has done this is undisputed, for universally do equitable doctrines prevail. Of England, Canada, and the States, Massachusetts, Kentucky and Wisconsin alone, continue the Common Law doctrines. (15 Am. L. Review, p. 122; *Jones* v. *Richardson*, 10 Metc. 481; *Rice* v. *Stone*, 1 Allen, 566; *Phelps* v. *Winslow*, 18 B. Monroe 431; *Hunter* v. *Bosworth*, 43 Wis. 583.)

The law (by this we mean the law as modified by equity) will now support assignments, not only of choses in action, and of contingent interest and expectancies, but also of things which have no present, actual, or potential existence whatsoever, but rest on mere possibility (Story's Eq. Juris. sec. 1040); with this proviso, however, that the assignment be "one of that class of which a Court of Equity would decree the specific performance." There yet, however, remains a distinction between things *in esse* and things *in posse*, but only in the spirit in which transfers thereof are respectively sustained. An assignment of the latter is supported, not as a present positive transfer operative *in presenti*, which can only be of things *in esse*, but as a present contract, to take effect and attach *in futuro* so soon as the thing comes into existence (15 Am. L. Review, p. 121; cases cited, note 4). That there are assignments of after-acquired property which the law will not sustain, however decided the intention of the parties may be to pass such property (and this intention must clearly appear by the instrument itself: *Mason* v. *Macdonald* 25 C. P. 439; see *Carr* v. *Allatt*, 27 L. J. Ex. 385), a consideration of the above proviso will fully establish; but whether an assignment of crops to be thereafter grown is one of such class, is now to be considered, while it brings us to the authorities pertaining to the discussion.

In considering the authorities it will not be necessary to go beyond the question, whether the assignment is one of that class of which a Court of Equity would decree the specific performance, because the numerous cases upholding grants of after-acquired property (when there has not been a *novus actus*) so establish their validity, as to make the test thereof the affirmative or negative of this question, (per Lord Westbury, *Holroyd* v. *Marshall*, 33 L.J. Ch'y, N.S. 193; *Re Thirkell, Perrin* v. *Wood*, 21 Gr. 492). Where there has been a *novus actus*, then a grant may yet be good at law, even in cases where equity would not have decreed specific performance but these cases call for no consideration here.

In *Brown* v. *Bateman*, L. R. 2 C.P. 272, Mr. Justice Smith asked whether an agreement "that all materials brought upon the premises by B., for the purpose of erecting the buildings should be considered as immediately atttached to, and belonging to the premises and should not be removed without Holledge's consent" was a contract which equity would enforce in favour of Holledge as against a seizure by the Sheriff under an execution against B., and he answered that he clearly was of opinion that it was.

In *Hope* v. *Hayley*, 5 E. & B. 830, the deed contained the words "that when and as soon as any of the dye wares, &c., &c., hereby

assigned shall be used up and consumed, and other dye wares, &c., shall, in the ordinary course of carrying on the said business be purchased, grown or otherwise substituted for them, or any of them, the dye wares, &c., so purchased, grown or otherwise substituted, shall belong to the defendant," and though the judgment of the court proceeded upon the point that there was a subsequent Act abundantly sufficient to satisfy Lord Bacon's rule, still the following language of Crompton J.: "Indeed I myself would go further and should hold that the after-acquired goods were made subject to the trusts, and that it would not have been competent to Routledge to say that the trusts should not be executed," seemed to indicate that, without a *novus actus*, he would have held the after-acquired property to be the defendant's as against the assignees in bankruptcy.

In *Lutscher* v. *The Comptoir D'escompte De Paris*, L. R. 1 Q. B. D,, 709, "The plaintiff was in the habit of receiving goods consigned to him by L. for sale upon commission, and in order to place L. in funds for the purchase of the goods, agreed to allow L. to draw upon him. The documents of title to the goods were hypothecated to the plaintiff to enable him to provide funds to meet the bills so drawn by L. The plaintiff accordingly, and at the request of L,, arranged for the sale of a parcel of goods, to be shipped by a vessel chartered by the buyers, and L., having drawn upon the plaintiff for that purpose, purchased and shipped the goods. The bill of lading was handed to L., but never forwarded to the plaintiff, and L.'s affairs being put in liquidation, the liquidator placed the bill of lading in the hands of the defendants with instructions not to part with it until they were paid the value of the goods, and they accordingly refused to give it up to the plaintiff." It was held that the plaintiff had an equitable right to the bill of lading, and was entitled to sue the defendants for the wrongful detention of it. "I should be sorry," said Cockburn C. J., in his judgment in this case, "if I were obliged to decide in favour of the defendants. The facts appear to be that, before the cargo of palm leaves was shipped, there was a specific engagement between the plaintiff and Levy, the consignor, that the goods should be bought with money advanced by the plaintiff, and that the bill of lading should be forwarded to the plaintiff as a security for his advance; and as far as we can see, if Levy had not become bankrupt, the bill of lading would have been forwarded to the plaintiff in due course. Under these circumstances I cannot entertain a shadow of doubt that a Court of Equity would decree specific performance of Levy's agreement. * * * Inasmuch therefore as it is no longer any objection in this court, that the plaintiffs rights are equitable only, I think it is quite clear that he is entitled to judgment."

In *Reeve* v. *Whitmore*, 9 Jur. N. S. 243, the facts were, that in 1859, S., in consideration of an advance, executed a bill of sale, in which H. joined for the purpose of postponing his security (H. was a prior mortgagee,) by which S. assigned to G. all and singular the prepared clay and earth and stock of bricks in and upon the brick field. Lord Westbury on appeal (p. 1214) said: "I think this case has been rightly decided by the Vice-Chancellor, when he declared that the instrument of May, 1859, did not operate or take effect as an equitable assignment of any clay, bricks, and so forth, which were not then on the brick field. I think it did not, because I think there was no present existing contract that, immediately on the execution of the security, the mortgagee should have such right, title and interest with respect to such future property. If there had been such a contract, it would have been an assignment and would have fallen within the principles explained by the House of Lords, in the case of *Holroyd* v. *Marshall*. I think there can be no doubt on the authorities, that a mortgagee can effectually charge after-acquired property; and although at law

it may be necessary to have the *novus actus;* in equity, when the property comes into the possession of the mortgagor, it is at once operated upon by the instrument and is effectually charged as against a subsequent assignee or a judgment creditor. But there remains the further question whether the goods in dispute *were of a specific character* so as to bring them within the rule laid down in *Holroyd* v. *Marshall.*"

In *Belding* v. *Read*, 3 H. & C. 955, the after-acquired property had not been specifically ascertained within the principle of *Holroyd* v. *Marshall*, and in *Holroyd* v. *Marshall* there was apparently a *novus actus*, but yet the assignment was one of that character wherein the court would grant specific performance.

The case of *Lazarus* v. *Andrade*, L. R. 5 C. P. D. 318. (see also *Leatham* v. *Amor*, 47 L. J. Q. B. 581.) following long after *Re Thirkell*, *Perrin* v. *Wood*, in our courts presents the self same features and furnishes the self same legal results. Lopes J., in his judgment, said: "The principle deducible from decisions, is, that property to be after-acquired if described so as to be identified, may be, not only in equity, but also at law, the subject matter of a valid assignment for value. The contract must be one which a Court of Equity would specifically enforce * * * In this case the property is to be brought into the premises or to be appropriated to the use thereof, either in addition to, or in substitution for the property then on the premises. I think the assignment sufficiently specific, the property in question having become specific by being brought on to the premises in addition to or in substitution for property mentioned in the schedule. *

In *Howell* v. *Coupland*, (L. R. 1 Q. B. D. 258: (see also *Taylor* v. *Caldwell*, 3 B. & S. 826: *Appleby* v. *Meyers*, L. R. 2 C. P. 651) the defendant in March agreed to sell to plaintiff "200 tons of regent potatoes, grown on land belonging to defendant in W., at £3 10s. per ton, to be delivered in September or October, and paid for as taken away." In March defendant had sixty-eight acres ready for potatoes, which were afterwards sown, and were amply sufficient to have grown more than 200 tons in an ordinary season; but in August, without any default on the part of the defendant, the disease attacked the crop, and the defendant was able to deliver only about 80 tons. It was *held*, that the contract was for potatoes off specific land, and was therefore a contract for part o a specific crop, although *not sown at the time.*

A study of the respective judgments in this case will satisfy the mind that an assignment or mortgage of crops, not sown at the time, can be brought, by a proper description, within the rule of equity.

Assuming, of course, the property assigned to be properly and specifically described, then the law seems settled, particularly by *Howell* v. *Coupland* that a Court of Equity would decree the specific performance of an assignment of crops to be thereafter sown.

In that case the defendant was relieved from a performance of his contract, because through no default of his own, the specific crop bargained for was destroyed. The potatoes were not in existence when the contract was made, but that made no real difference in principle. If a contract, because specific, is relieved against, the converse is fair that, if specific, it will be enforced. If specific, so as to be relieved against, because the crop was of specific kind and off specific land, so, when of specific kind and off specific land, it must be specific, so as to be enforced. If performance is excused because the con-

* It has been argued that *Re Thirkell, Perrin* v. *Wood* is not an authority in support of a grant of after-acquired property, unless the after-acquired property was brought on to the *locus* in substitution of other goods. As to this, Crowder, J. says in *Chiddell* v. *Galesworthy*, 6 C.B.N. S. 479: "It has been attempted to distinguish this case on the ground that the goods here seized were not substituted property but after-acquired. I do not see that that makes any difference. The authority given by the instrument is precisely the same as to both. The subject has been under the consideration of all the Courts, and nobody has ever suggested a distinction between substituted and after-acquired property."

tract is to deliver out and from a specific crop, much more so will an assignment be enforced when identity is made the easier by the assignment being of *all* and not a *portion*. If it be lawful to relieve against an agreement to "sell what will be and may be called specific things" when its performance becomes impossible, then when possible it is surely lawful to enforce an agreement "to sell what will be and may be called specific things," and if relief is granted upon a condition implied, (Melish L. J. *Howell* v. *Coupland*, *supra* at p. 262), surely performance will be decreed upon a condition expressed. In a mortgage of crops to be thereafter sown identity can be made complete, and it was the identity that gave the regent potato its specific character, and identity that upheld such a mortgage when contested in a County Court case (*McIlhargy* v. *Martin*, per Dean Co. J). If then, specific performance of such an assignment would be enforced in equity, then on the authority of some of the cases we have referred to, such an assignment would be upheld in law, and the rights of a mortgagee of after-sown crops preferred to those of creditors, subsequent purchasers and mortgagees in good faith.

The English cases of *Brantom* v. *Griffits*, L. R. 1 C. P. D; 2 C. P. D. 212, overruling *Sheridan* v. *McCartney*, 11 Ir. C. L. (N. S.) 506, and *Ex parte Payne*, *in re Cross*, have not escaped us. These cases merely except such mortgages as we are discussing from the operation of the Imperial Bills of Sale Act on reasoning that does not apply to make them bad at Common Law. The term "personal chattel" in this statute is given a statutory definition; namely, to such chattels as are capable of a *present complete delivery*. Hence growing crops cannot be within the Imperial Act. It may be observed that the words in our statute are not unsimilar in effect to the statutory definition of the Imperial words, but our statute has reference to the property, not so much when the mortgage is executed, as when the mortgagee insists upon his charge (Blake V. C., in *Perrin* v. *Wood*, *supra*, at p. 509).

Then, if a mortgage of crops to be planted and produced is good, to what extent, in point of time, will such a mortgage be upheld? We find at law that a period of seven years did not prejudice a grant of that which had a potential existence at the time of the grant (Perkins, tit. Grants, §90). Will not the specific nature of a chattel do as much through equity as the potential existence of property did through law? A comparison of power between equity and law indicates the affirmative, though if *O'Neill* v. *Small et al.* 15 C. L. J. 114, be good law the defeazance clause would prevent the likelihood of such a mortgage being ever executed. Policy sometimes, however, does make the law, and though this is a dangerous element, sound politic reasons could be advanced in favour of limiting a period beyond which mortgages of future acquired property or crops to be afterwards sown should be illegal and void, if already they are not so, as they so far appear not to be.

J.A.B.

LAW SOCIETY—EASTER TERM.

The following is the *resume* of the proceedings of Convocation, published by authority:

May 16, 1881.

Present,—Messrs. Blake, Read, Crickmore, Martin, Pardee, Mackelcan, Moss, J. F. Smith, T. M. Benson, J. Maclennan, Foy, Meredith, Hoskin, Bell, Bethune, Murray, Glass, Hardy, J. H. Ferguson, Kerr, Britton, Irving, Robertson, T. Ferguson, H. Cameron, A. Lemon, L. W. Smith, McMichael.

On motion of Mr. Crickmore, seconded by Mr. Martin, Mr. Blake took the chair.

The Secretary read the report of the scrutineers, and declared the following persons to be duly elected Benchers of the Law Society, namely, W. R. Meredith, D. McCarthy, J. Bethune, D. B. Read, Thos. Ferguson, D. McMichael, F. Mackelcan, J. Maclennan, J. Hoskin, C. Moss, T. M. Benson, Thos. Robertson, J. K. Kerr, H. Cameron, Æ. Irving, B. M. Britton, J. Bell, A. S. Hardy, J. J. Foy, H. W.

M. Murray, S. Richards, T. B. Pardee, E. Martin, J. F. Smith, W. H. Scott, J. Crickmore, J. H. Ferguson, D. Glass, A. Lemon, L. W. Smith.

Mr. Read moved, seconded by Mr. Robertson, that Edward Blake be elected Treasurer for the ensuing year. Carried unanimously.

The Treasurer took the chair.

Ordered that the following gentlemen be called to the Bar:—Mr. George Bell, with honors, and also Messrs. J. O'Meara, G. Macdonald, J. Birnie, Jr., H. J. Duncan, L. McMeans, W. B. Towers, F. E. Galbraith, J. K. Dowsley, C. H. Allan, C. E. S. Radcliffe, J. C. Eccles, G. W. Baker, H. V. Knight, G. Ritchie. The above named gentlemen attended, and were called accordingly.

Ordered that the following gentlemen do receive their certificates of fitness, namely:—Messrs. G. Bell, J. Birnie, jr., F. E. Galbraith, J. L. Darling, S. C. Johnstone, G. McDonald, H. J. Duncan, J. A. Loughead, C. Wright, R. A. Matheson, H. V. Knight, G. Ritchie, A. Innes, F. W. Kittermaster, C. M. Foley, J. O'Meara, E. V. Bodwell, F. A. Hilton, C. E. Macdonald, L. McMeans, S. G. Mackay, and H. Bolster.

Ordered that the first intermediate examinations of the following candidates be allowed them as students and articled clerks, namely:—Messrs. P. D. Crerar, J. Bicknell, Jr., J. L. Murphy, G. Morehead, S. F. Washington, D. Urquhart, A. W. Ambrose, J. W. Delaney, T. N. Marshall, R. W. Armstrong, R. P. Echlin, W. J. Northwood, G. F. Cairns, J. G. Jones, I. P. Telford. G. W. Allan, W. D. MacIntosh, C. H. Ivey, W. I. Taylor, J. W. Berryman, H. V. Green, W. A. Werrett, H. F. Sorley, T. C. Atkinson, L. C. Smith, F. G. Forgie, C. Henderson, T. M. Best, M. S. McCraney, G. Smith, R. A. Coleman, F. A. Munson, R. H. Hubbs, E. N. Sayers, D. T. Symons, C. C. Ross, C. S. Jarvis, J. R. Miller, E. Weld, O. H. Mackenzie, A. W. Burk, H. V. Bray, J. J. Conacher.

Ordered that the second intermediate examinations of the following candidates be allowed them as students and articled clerks, namely:—Messrs. W. Burgess, E. T. English, L. F. Heyd, W. R. Riddle, R. W. Leeming, John Cameron, C. P. Wilson, J. D. Gansby, M. Mackenzie, F. H. King, F. A. Campbell, J. Dickinson, A. Mackenzie, J. C. Coffee, A. Beasley, J. Chisholm, J. P. Maybee, H. H. Robertson, A. D. Kean, H. A. McLean, E. A. Lancaster, B. C. McCann, R. K. Cowan, John Strange, G. W. Ware, A. J. Williams, W. G. Shaw, A. W. Beardmore, H. D. Helmcken, L. H. Dickson, W. H. Hudson, W. P. Deroche, L. G. Drew.

Ordered that the following gentlemen as graduates be entered on the books of the Society as students-at-law, namely:—Adam Carruthers, B.A., James Alex. Hutchison, B.A. And the following gentlemen as matriculants of universities be also entered on the said books as students-at-law, namely:—John L. Peters, Morris, Johnson Fletcher, F.C. Powell.

Ordered, that the following gentlemen, who have passed the examination, be entered on the books as Students-at-Law, namely:—H. G. Macbeth, A. A. Fisher, W. E. S. Knowles, T. Hobson, R. A. Dickson, P. D. Cunningham, A. McLean, W. T. McMullen, M. Everts, W. J. McWhinney, R. Armstrong, A. D. McLaren, E. C. Emery, J. Crane, J. M. Roger, E. Kennedy, G. H. Stephenson, A. W. Wilkin, and W. G. Fisher.

The petition of Messrs. Sawers and Moore was read.

Ordered to be considered on Saturday next.

Mr. Irving, seconded by Mr. Britton, moved as follows:—That the Treasurer and Messrs. Read, Irving, Maclennan, Crickmore, Hoskin, Cameron, and Kerr, be appointed a special committee to strike the standing committees to be selected by Convocation in accordance with Rule No. 97.—Carried.

Mr. Mackelcan gives notice that he will, on Tuesday next, the 17th instant, move that the Chairman of the Reporting Committee be requested to communicate with the Minister of Justice and with the Registrar of the Supreme Court of Canada, to ascertain whether the cost to the Society of the reports of that Court cannot be reduced, and to intimate that if such reduction cannot be obtained, the Society will take into consideration the expediency of discontinuing their subscription to these reports.

Mr. Hoskin gives notice that he will, on Saturday, 21st May, 1881, introduce the following rule, and move its first reading, namely:

Whenever any complaint shall be made to the Law Society, charging any barrister, solicitor, student, or articled clerk, with misconduct as defined by the Act, such complaints shall be submitted to Convocation at its next meeting, and in case Convocation shall be of opinion that a *prima facie* case has been shown, the matter shall be sent to the Discipline Committee for investigation, and the said Committee shall thereupon notify in writing the complainant and party against whom the complaint has been made, of the time and place appointed for such investigation, and the said Committee shall, at the time and place appointed, proceed with the investigation, and shall reduce to writing the statements made and evidence adduced by the parties or of such of them as shall appear pursuant to such notice, and shall submit the same together with all books and papers relating to the matter, with their views thereon, to Convocation, who shall take such action thereon as to Convocation shall seem meet; and in case the parties or any of them fail to appear pursuant to notice at the time and place appointed, the said Committee shall thereupon proceed with said investigation in their absence.

Mr. Moss gives notice that he will to-morrow move the re-appointment of the Committee on the subject of Uncertificated Conveyancers, and that the names of J. J. Foy and J. F. Smith be added thereto.

Mr. Irving presented the following report

of the Select Committee appointed to strike the Standing Committees, which was adopted.

REPORT.

Journals of Convocation—T. Ferguson, J. J. Foy, J. Hoskin, J. K. Kerr, C. Moss, J. Maclennan, D. McCarthy.

Discipline—T. M. Benson, J. Hoskin, D. McMichael, J. Maclennan, S. Richards, J. K. Kerr, T. Robertson.

Finance—J. J. Foy, J. Crickmore, E. Martin, D. B. Read, S. Richards, L. W. Smith, H. W. M. Murray.

Legal Education—T. M. Benson, J. Crickmore, J. H. Ferguson, C. Moss, J. Hoskin, J. F. Smith, F. Mackelcan.

Library—J. Bethune, H. Cameron, T. Ferguson, Æ. Irving, D. McMichael, J. H. Ferguson, C. Moss.

Reporting—J. Bethune, B. M. Britton, H. Cameron, F. Mackelcan, J. Maclennan, D. McCarthy, E. Martin.

County Library Aid—T. M. Benson, H. Cameron, D. Glass, W. R. Meredith, J. K. Kerr, T. Robertson, B. M. Britton.

Mr. Bethune gives notice that on to-morrow he will move an amendment of the Rule which declares that the Standing Committees shall consist of seven members, by providing that these committees shall consist of nine members, the quorum to remain as at present.

Messrs. Connor, Johnston, Darling, and Wright were ordered to be called to the Bar, and were called accordingly.

Dr. Smith moves that Messrs. Foy, Kerr, and T. Ferguson be added to the Building Committee.—Carried unanimously.

Mr. Bell gives notice for to-morrow that he will move to amend the fifth rule respecting the Convocation of Benchers, by inserting after the word "forenoon," on the fourth line, the words "except on Monday, when the hour of meeting shall be twelve o'clock noon."

Mr. Maclennan presented the report of the Special Committee on the subject of Honors and Scholarships, which was ordered for immediate consideration and adopted.

Ordered,—

That Mr. George Bill do receive a Silver Medal.

That the following gentlemen be recorded as passing the Second Intermediate Examination with honors, namely, Messrs. Burgess, English, Heyd, Riddle, Leeming, Gansby, and Cameron.

That Mr. Burgess do receive the first scholarship of one hundred dollars.

That Mr. English do receive the second scholarship of sixty dollars.

That Mr. Heyd do receive the third scholarship of forty dollars.

That the following gentlemen be recorded as passing the First Intermediate Examination with honors, namely, Messrs. Crerar, Murphy, Bicknell, Morehead, Delaney, Urquhart, Washington, and Ambrose.

That Mr. Crerar do receive the first scholarship of one hundred dollars; Mr. Murphy the second scholarship of sixty dollars; and Mr. Bicknell the third scholarship of forty dollars.

Mr. Irving presented the report of the Library Committee, dated 8th March last, which was adopted.

Convocation adjourned.

Tuesday, 17th May, 1881.

Present :—The Treasurer, Messrs. Crickmore, Martin, Benson, Meredith, J. F. Smith, Macklennan, Mackelcan, Moss, Hoskin, Glass, Hardy, Irving, T. Ferguson, Bethune, Britton, Read, Foy, L. W. Smith, McMichael.

Mr. Mackelcan moved, pursuant to notice, as follows :—

That the Chairman of the Reporting Committee be requested to communicate with the Minister of Justice and the Registrar of the Supreme Court of Canada, to ascertain whether the cost to the Society of the reports of that Court cannot be materially reduced.—Carried.

Mr. Benson moved the resolution of which Mr. Bell gave notice, as to the hour of meeting on Mondays, which, after some discussion, was dropped.

Mr. Bethune, pursuant to notice, moved the adoption of the following rule, namely :—

That Rule No. 97 of the old rules, and 101 of the new rules, be repealed, and the following substituted :—

"Each Standing Committee shall consist of nine members in addition to the Treasurer, who shall be, *ex-officio*, a member of all Standing Committees; and three members of any committee shall constitute a quorum, unless otherwise specially ordered."

The Rule was read a first and second time.

Mr. Martin moved the suspension of the rules as to the stages of rules, seconded by Mr. Crickmore.—Carried unanimously.

The Rule was read a third time.

Mr. Meredith moved that it be referred to the Special Committee appointed yesterday to strike the Standing Committees, to report the names of members to be added to the Standing Committees, pursuant to the above rule.

Mr. Moss moved, seconded by Mr. Britton :—That the committee on the subject of uncertificated conveyancers, appointed during Hilary Term last, be re-appointed, and that Messrs. J. F. Smith and J. J. Foy be added to the committee.

Mr. Mackelcan presents the report of the Special Committee on the subject of the encouragement of legal studies, which was considered and adopted as amended on Friday, 27th May.

Mr. D. B. Read gave notice that on Saturday next, he will move that Mr. Crickmore, chairman of the Legal Education Committee, be appointed representative of the Law Society in the Senate of the University of Toronto to the End of Easter Term, 1882.

Mr. Crickmore, chairman of the Legal Edu-

cation Committee, laid before Convocation the letters of Mr. McDougall, Examiner, on the subject of the conduct of a law student, and the two letters of the student to Mr. McDougall in connection with the matter.

Mr. Bethune moved, seconded by Mr. Read, That the above correspondence be referred to the Committee on Discipline for inquiry, and report.—Carried.

Mr. Martin gave notice that he would on Friday, the 27th inst., move that a rule be passed to increase the grant to existing County Libraries.

Mr. Galbraith was called to the Bar.

Mr. Irving presented the report of the Striking Committee pursuant to the reference made this day, which was adopted.

Ordered, That the following names be added to the following Standing Committees:—

FINANCE.—W. R. Meredith and A. S. Hardy.
LIBRARY.—W. H. Scott and John Bell.
COUNTY LIBRARY AID.—A. S. Hardy and T. Ferguson.
LEGAL EDUCATION.—A. Lemon and T. B. Pardee.
REPORTING.—D. Glass and J. F. Smith.
JOURNALS.—T. B. Pardee and B. M. Britton.
DISCIPLINE.—David Glass and E. Martin.

Convocation adjourned.

SATURDAY, May 21st, 1881.

Present,—The Treasurer, and Messrs. Crickmore, McCarthy, T. Ferguson, Murray, Bethune, Hoskin, Maclennan, J. F. Smith, Irving, Benson, Foy, Read, L. W. Smith, Moss and Kerr.

Mr. McCarthy moved, seconded by Mr. Ferguson, That the petition of Messrs. Moore and Sawers be referred to the Committee on Discipline, with instructions to consider and report whether the same discloses a *prima facie* case for inquiry and action by the Society.—Carried.

The Treasurer reported that he had laid the rules before the Visitors, and received communications from the Chancellor and Mr. Justice Armour expressive of their opinion, and approving of the rules with certain modifications suggested in the copy laid before the Benchers.—The letters and copy were filed.

Mr. T. Ferguson moved, That the fifth rule be amended by inserting in lieu of the words "gowns" "in the costume of Barristers appearing in court," and that the 80th rule be amended by inserting in lieu of the words "a Barrister's gown," the words "in the costume of a Barrister appearing in Court."

That the second and third sub-sections of the 95th rule be amended, by inserting in each sub-section before the word "application," the word "adverse."

That sub-section (A) of sub-section (1) of the 140th rule be amended, by inserting at the commencement "during any sitting of the Court of Chancery," and

That sub-section 9 of the 140th rule be amended, by inserting after the word "Chancery" the words "and the Clerk of the Crown and Pleas of the Court of Queen's Bench."

That rule 144 be amended by inserting after the words "sittings," "and one of such reporters shall attend such sitting of the Court held by a single Judge."

Notice was dispensed with unanimously.

The rule was read a first and second time.

The rule as to the stages of rules was dispensed with unanimously.

The rule was read a third time and passed.

Mr. Crickmore moves that the consideration of the report of the Legal Education Committee be postponed to Friday next.—Carried.

Ordered, That Mr. George Frederick Lawson be entered on the books as a student.

Ordered, That Mr. W. Leslie Beale be entered as an Articled Clerk.

Ordered, That C. Egerton Macdonald be now called to the Bar, and receive his Certificate of Fitness on the 1st day of June.

Mr. Macdonald presented himself and was called to the Bar.

Ordered, that Mr. Spotton receive back his fee in full under the special circumstances detailed in the report.

Mr. Read presented the Report of the Finance Committee, recommending that they be authorized to sell ten thousand dollars of Government Stock, as the exigencies of the Building Committee may require.—Adopted.

Mr. Read moved, pursuant to notice, that Mr. Crickmore, the Chairman of the Legal Education Committee, be appointed representative of the Law Society in the Senate of the University of Toronto, to the end of Easter Term, 1882.—Carried.

Mr. Hoskin, Chairman of the Discipline Committee, presented their report in the case of the Student above named.—Ordered for consideration on Friday next.

Mr. Hoskin moved, pursuant to notice, the first reading of the rule as to discipline.

The rule was read a first and second time.

The rule as to stages was dispensed with unanimously. The rule was read a third time and passed.

Mr. L. W. Smith moved that it be referred to a select committee, to be composed of Messrs. L. W. Smith, Read, Maclennan, Benson and Moss, to settle the list of visitors and benchers, to be published with the rules.—Carried.

Mr. Maclennan reported that at the request of Convocation, he had conferred with the visitors, who agreed to the third rule as it stands.

It is recorded that with the amendments made this day, on the motion of Mr. Ferguson, the rules accord with the suggestions made by the visitors, subject to which they were approved, and they are accordingly deemed by Convocation to be approved by the visitors.

Convocation adjourned.

LAW SOCIETY.

Friday, 27th May, 1881.

Present:—The Treasurer, Messrs. Read, Crickmore, J. H. Smith, C. Moss, Cameron, Foy, J. A. Ferguson, Murray, Kerr, Hoskin, Robertson, Irving, Martin, Maclennan, Mackelcan, L. W. Smith, Hardy, Robertson and Richards.

The report of the Special Committee on the subject of the encouragment of Legal Studies by the Law Students in the various parts of the Province, through the giving of prizes for examinations, on the subjects of lectures which may be delivered by members of the Local Bar to the students of the locality, was considered and amended and adopted as amended as follows:

REPORT.

The Special Committee appointed to consider and report a plan for the encouragement of legal studies by the law students in the various parts of the Province, through the giving of prizes for examinations, on the subjects of lectures, which may be delivered by members of the local Bars, to the students of the locality, beg leave to report as follows:

1. The establishment by the members of the Law Society, resident at suitable points throughout the Province, of associations on the same general principles as those governing the Osgoode Legal and Literary Society, would tend to enlarge the legal knowledge, and to improve the powers of reasoning, speech and composition of the members, and in many ways to fit them better for the profession,

2. Associations can be usefully formed only where there are a sufficient number of students to ensure a good attendance, and of barristers disposed to deliver lectures, conditions which, it is believed, obtain at several points in the Province.

3. Associations can be established and managed only by the voluntary action and exertions of residents, and the Law Society cannot create or direct them; but it is believed that a recognition by the Society of their advantages, and the encouragment proposed to be given them, would tend to stimulate their formation and to promote their efficiency, and to produce through them the results contemplated in the resolution.

4. The Committee, to carry out these views, propose the following plan:—(The plan prepared by the above committee was amended, was subsequently adopted, and is embodied in the following:)

1st. That the Standing Committee called "The County Library Aid Committee," be a Committee to whom shall stand referred all the correspondence on this subject, and which shall have power, subject to the directions of Convocation, to work the plan so far as the Law Society is concerned, the Finance Committee retaining its control over expenditure.

2nd. That the members of the Law Society in every locality which contains a sufficient number, may form an organization by the name of "The (name of County town, or County, or union of Counties) Legal and Literary Society," or some similar name.

3rd. That among the objects of the Association, shall be the extension of the legal knowledge and the cultivation of the powers of reasoning, speech, and composition of the members, by the delivery of lectures by Barristers on some of the more important branches of the Law, and examinations thereon, by the preparation and reading of essays, and by arguments on legal questions.

4th. That the Association may transmit to the Law Society proof of its formation, with a copy of its rules and a list of its members, and proof that arrangements have been made for the delivery during the season of a course of eighteen or more lectures at least one hour long on three or more of the more important branches of the law by three or more Barristers, giving the subjects and the names of the lecturers, and proof that arrangements have been made for the holding by two or more of such lecturers of a written examination comprising twenty-four or more questions equally divided among the various subjects of the lectures, such examination to be managed on the same general principles as are applied to the written examinations of the Law Sociey, subject to such modifications as the standing Committee may from time to time direct. And the Association may thereon apply to be recognized by the Law Society as an Association within the meaning of this plan.

5th That the Committee may require such further information and details as shall seem advisable, and may on being satisfied as to the facts, resolve that the Association be recognized.

6th. That any recognized Association may transmit to the Law Society proof that the course of lectures has been delivered to audiences comprising on the average 12 or more students: and that the examination has been held, and that eight or more student have competed thereat, and proof of the results of the examination.

7th. That in case it appears that any of the competitors have succeeded in obtaining at least three quarters of the aggregate marks obtainable on all the subjects, and at least one half of the aggregate marks obtainable in each subject, the first of such successful competitors shall be entitled to a prize of law books of the value of $25, the second to a like prize of the value of $15, and the third to a like prize of the value of $10.

8th. That the Standing Committee shall have power, on the application of any recognized Society, to authorize the division of the competitors into two classes, and the division of the prizes in the same way under such regulation as may be made by the Committe, and in that court, the prizes may be given to the value of $50 in each class.

9th. That the Osgoode Legal and Literary Society be deemed to be a recognized Society within the meaning of this rule, and that the special rule, as to prizes for that Society, be rescinded.

10th. That the standing Committee may in any case require further information or further evidence on any point connected with the proceedings.

11th. That the standing Committee being satisfied that under the above conditions any competitor is entitled to a prize, may report thereon to the Finance Committee stating the fact, and thereon the Finance Committee may authorize the giving of the prize.

12th. That the standing Committee shall report to convocation on the first day of Hilary Term in each year on the operation of the previous year.

(Signed) ED. BLAKE,
Chairman Special Com.

The report was read and received.

The rule was read a first and second time.

Ordered, that it be read a third time at the next meeting of Convocation.

Mr. Maclennan presented the report of the Committee on reporting, which was received, read, and considered.

The first two paragraphs as to the state of the reporting were read; no action was required.

The third and fourth paragraphs as to the Supreme Court reports were read.

Ordered that the chairman of the Reporting Committee be requested to communicate with the Minister of Justice, and to report at the next meeting, to which time the consideration of this paragraph is adjourned.

Mr. Foy moved that the consideration of paragraph five as to Mr. Hodgins' report of election cases be adjourned to the next meeting of Convocation.

Paragraph six, on motion of the chairman of Committee, was struck out.

The seventh paragraph of the report was adopted.

The report of the special committee appointed to settle the list of visitors and Benchers to be published with the rules, was considered.

Ordered that the report of the Committee be referred back to the Committee with instructions to omit the names of the visitors and *ex officio* Benchers, and to insert instead a quotation from the 3rd and 4th sections of chapter 138 of the Revised Statutes of Ontario.

The report of the Building Committee was received and read.

The report of the Committee on Discipline in the case of the student who attempted to bribe one of the examiners, postponing his June examination until Easter Term 1883, was adopted.

The communications from Messrs. Robinson and Joseph, on the subject of the triennial digest, were referred to the Committee on Reporting.

The report of the Legal Education Committee on the case of Mr. C. R. Irvine, refusing his application, was adopted.

The Rule as to discipline adopted on the 21st instant, was repeated, and the following rule, which had received the assent of the visitors, was introduced as follows:—

RULE.

Whenever any complaint shall be made to the Law Society charging any Barrister, Solicitor, Student or Articled Clerk with misconduct as defined by the Act, 44 Victoria, Chapter 17, entitled, "An Act to extend the powers of the Law Society of Upper Canada," such complaint shall be reduced to writing, and shall be submitted to Convocation at its next meeting, and in case Convocation shall be of opinion that a *prima facie* case has been shown the matter shall be sent to the Discipline Committee for investigation, and the said Committee shall thereupon send a copy of the complaint to the party complained of, and shall notify in writing the complainant and party against whom the complaint has been made, of the time and place appointed for such investigation, and the said Committee shall, at the time and place appointed, proceed with the investigation, and shall reduce to writing the statements made and evidence adduced by the parties or of such of them as shall appear pursuant to such notice, and shall submit the same together with all books and papers relating to the matter, with their views thereon, to Convocation, who shall take such action thereon as to Convocation shall seem just and meet; provided that no Barrister shall be disbarred nor Attorney deprived of his certificate without a two-thirds majority of Benchers then present in Convocation, which shall consist of not less than fifteen members. And in case the parties or any of them fail to appear pursuant to notice, at the time and place appointed, the said Committee may thereupon proceed with said investigation in their absence. Provided always that it shall be competent to Convocation to refer the matter to the Discipline Committee, to consider and report whether a *prima facie* case has been shown.

The rule was read a first, second and third time and was adopted.

A communication from the architect on the subject of heating Osgoode Hall, was referred to the Building Committee, to ascertain cost of proposed improvements and to report thereon.

Mr. Martin moved, seconded by Mr. Irving, That it be referred to the County Library Aid Committee to consider the advisability of increasing the grant to existing county libraries. —Carried.

A petition from Mr. Eccles, to be permitted to present himself for call to the Bar, pursuant to an Act of last session, was ordered to be considered at the next meeting of Convocation.

Mr. Hoskin, from the Committee on Discipline, reported the approval by the visitors of the rule upon discipline.

Mr. Murray gave notice that he would at the next meeting of Convocation move that, except during the long vacation, the library be opened at eight o'clock in the evening, and kept open until eleven o'clock; provided always, that if no member of the Society attends by nine o'clock, the same shall then be closed.

June 4, 1881.

Present: The Treasurer, and Messrs. Read, Crickmore, Martin, Mackelcan, J. H. Ferguson, Foy, Hoskin, Murray, Hardy, Irving, Dr. Smith, Maclennan, Robertson, Moss, Bethune, McCarthy, Kerr and Smith.

Mr. Crickmore presented the report of the Legal Education Committee, on the subject of the curriculum, which was ordered to be considered during the present sitting of Convocation.

Mr. Read presented the report of the Finance Committee on the claim of Messrs. Langly, Langly & Burke, recommending that $300 be paid them in full of their claim.—The report was adopted.

Dr. Smith, from Building Committee, reported on the heating arrangements for Osgoode Hall generally, and also on the heating apparatus for the new wing.

Ordered, that it be referred to a Special Committee, consisting of Messrs. L. W. Smith, Read, Foy, Crickmore and the Treasurer (three being a quorum), to enter into the necessary contracts for the heating of the new building, and to confer with the Ontario Government upon the subject of heating the main building.

Ordered that the secretary cause the list of Visitors and Benchers to be printed for the new rules, in accordance with the instructions given the Special Committee on this subject at last meeting.

The letter of Vice Chancellor Ferguson, resigning his seat as a Bencher, was read.

Ordered that a call of the Bench be had for the first Tuesday of Trinity Term, to elect a successor to Vice Chancellor Ferguson.

Mr. Hoskin, from the Committee on discipline, brought up the case of a student which had been already dealt with by this Committee, and gave notice that he would move at the next meeting of convocation, that this case be taken up for the purpose of considering and determining the sentence to be awarded.

Mr. Maclennan presented the report of the Committee on reporting on the communication from Messrs Robinson and Joseph on the subject of the triennial digest, recommending that the publication of the digest should be kept under the control of Convocation, and not left to private enterprise. The report was adopted.

Mr. Lundy's letters on the subject of his certificates were referred to the Finance Committee with power to act.

The Petition of Mr. Eccles for permission to present himself for call to the Bar next Term, was considered.

Ordered that Mr. Francis Hew Eccles be permitted to present himself for examination for Call to the Bar at the ensuing Trinity Term, upon giving the usual fees, including the matriculation fee, namely, $153.

The rule for the encouragement of Legal Education in the country by means of Lectures, was read a third time and passed.

The rule for the encouragement of Legal Education by lectures, examinations, &c., was read a third time and passed.

The fifth clause of the report of 27th May of the Reporting Committee on the subject of Mr. Hodgins' election reports was considered and adopted.

Mr. Murray moved his resolution relative to opening the Library at night, of which he had given notice.

Ordered, that it be referred to the Library and Finance Committees, to consider and report thereupon to Convocation.

Mr. Kerr moved that Messrs. Maclennan, Mackelcan, Moss, and the mover, be a committee to wait upon the Ontario Government with the view of securing a reduction in the fees charged for shorthand notes, and the trial and hearing of causes.—Carried.

Ordered, that the subscription of the Law Society to the Supreme Court Reports be continued for the next volume at the price named by the Deputy Minister of Justice in his letter of 3rd instant, namely, $1.50 per copy for 1,350 copies.

The report of the Legal Education Committee on the Curriculum was considered and adopted, to come into force at the examinations immediately before next Hilary Term. Lewis' Equity Pleading to be struck out of the present curriculum at once.

Mr. J. H. Ferguson gave notice that he would, at the first meeting of Convocation, in Trinity Term, move that, Convocation considering it expedient to re-establish a Law School under the control of the Society, it be referred to the Committee on Legal Education, to consider and report to Convocation upon a scheme for the re-establishment of the Law School.

Convocation adjourned.

NOTES OF CASES.

PUBLISHED IN ADVANCE BY ORDER OF THE LAW SOCIETY.

SUPREME COURT OF CANADA.

JUNE SESSIONS.

Ontario.]

GRAND TRUNK RAILWAY CO. OF CANADA v. FITZGERALD ET AL.

Agreement—Additional parol term—Conditions—Carriers—Wilful negligence.

The plaintiffs (respondents) sued the defendants (appellants) for breach of a contract to carry a quantity of petroleum in covered cars from London to Halifax, alleging that they so negligently carried the same upon open platform cars, whereby the barrels in which the oil was, were exposed to the sun and weather and were destroyed. At the trial a verbal contract between the plaintiffs and the defendants' agent at London was proved, whereby the defendants agreed to carry the oil of the plaintiffs in covered cars with quick despatch. The oil was forwarded in open cars, and delayed at different places on the journey and in consequence of which a large quantity was lost. On the delivery of the oil the plaintiffs signed a receipt note, which said nothing about covered cars, and which stated that the goods were subject to conditions endorsed thereon, amongst which were, viz.: "that the defendants would not be liable for leakage or delays, and that oil was carried at owner's risk."

Held, per Sir W. J. RITCHIE, C. J., and FOURNIER and HENRY, JJ., that the loss did not result from any risks by the contract imposed on the owners, but that the loss arose from the wrongful act of the defendants in placing these goods on open cars, which act was inconsistent with the contract they had entered into and in contravention as well of the undertaking as of their duty as carriers.

Per STRONG, FOURNIER, HENRY and GWYNNE, JJ.,—affirming the judgment of the Court of Common Pleas, that the verbal evidence was admissible to prove a contract to carry in covered cars, which contract the agent at London was authorized to enter into, and which must be incorporated with the writing, so as to make the whole contract one for carriage in covered cars, and therefore defendants were liable.

McMichael, Q. C., and *J. Bethune*, Q. C. for appellants.

Glass, Q. C., and *Fitzgerald*, for respondents.

Ontario.]

ERBB ET AL v. GREAT WESTERN RAILWAY CO.

Shipping note—Fraudulent receipt of agent for goods not received—Liability of Company.

One W.C., who was defendant's (respondents') agent at Chatham, and also a partner in the firm of B. & Co., in fraud of the defendants, caused printed receipts or shipping notes in the common form used by the defendants' company, to be signed by his name as respondents' agent in favour of B. & Co., for about 1,200 barrels of flour, no flour at that time having been shipped, and no flour ever having been delivered to the company to answer the said receipts. The receipts or shipping notes acknowledged that the company had received from B. & Co. the barrels of flour addressed to the appellants, and were attached to six drafts drawn by B. & Co. at sixty days, and accepted by the appellants. W. C. received the proceeds of the drafts, and afterwards absconded.

In an action brought by appellants against respondents to recover the amount of the drafts,

Held, that the act of W. C. in issuing a false and fradulent receipt to B. & Co., of which firm he was a member, for goods never delivered to the company to be forwarded, was not an act done within the scope of his authority as defendant's agent, and therefore the respondents were not liable.

FOURNIER and HENRY JJ., dissented.

J. Bethune, Q.C., for appellants.

C. Robinson, Q.C., for respondents.

Quebec.]

COTE ET AL v. MORGAN ET AL.

Writ of Prohibition to municipal corporation—Assessment Roll.

This was an appeal from a judgment of the Court of Queen's Bench (appeal side) for the Province of Quebec, maintaining a writ of prohibition issued in the Superior Court of the

Province of Quebec, at the instance of the respondents, to prohibit the appellants from proceeding to sell the property of respondents for taxes due under a certain assessment roll of 1876.

In 1875, a valid assessment roll for the municipality in which the properties were situated, was made, which by law continued to be in force for three years—on complying with certain formalities, the council had power to amend such roll. In 1876. another roll was made and the evidence showed that it was a triennial roll which was made, and not an amended roll as contended for by the appellants. By their *requete libellee* the respondents demanded that a *bref de prohibition* should issue out of the court addressed to the defendants, enjoining them from selling and forbidding them to sell the real property of the plaintiffs so seized, or to proceed in any manner upon the said assessment roll of 1876, or to collect any taxes in virtue of that roll, and that the proceedings taken against the plaintiffs property might be declared to be illegal, void and of no effect; unless cause to the contrary be shewn by the defendants.

Held, per HENRY, TASCHEREAU and GWYNNE JJ., that respondents were entitled in this case to an order from the Superior Court to restrain the municipal corporation from selling their property as prayed for, and as it made no difference what name was given to the proceedings taken in the case, the writ of prohibition issued in this case should be maintained.

Sir W. J. RITCHIE, C. J., STRONG and FOURNIER, JJ., dissented. The court being equally divided the judgment appealed from was affirmed, but without costs.

Mousseau, Q. C., and *Archambault*, for appellants.

Barnard, Q. C., for respondents.

Quebec.]

VEZINA v. NEW YORK LIFE INSURANCE CO.

Life insurance—Insurable interest—Transfer—Wager policy—Payment of premium.

One Gendron applied to respondent's agent the application. The applicant was personally at Quebec for an insurance on his life, and signed subjected to a medical examination, and the application, the medical examiner's report, together with the certificate of a friend answering certain questions put to him by the company, were transmitted to the head office at New York. The application of Geudron was acceded to, and the policy, which is set out in the declaration, executed, whereby Gendron's life was insured from the date of the policy for one year upon payment of a certain premium, and to be continued in force by the annual payment of the premium. The policy was then transmitted frem the head office to the agent in Quebec, to whom the application had been originally made. The policy was not delivered for some time, as Gendron was unable to pay the premium, when one Langlois, approached by Michand, who had been entrusted by Gendron with a blank assignment, paid the premium, and thereupon the transfer of this policy was made to Langlois who received the policy and held it as the assignee of the assured; subsequently Langlois assigned this policy to the appellant, and all premiums up to the death of Gendron were paid by the assignees of the assured. The principal question which arose on this appeal was whether this was a wager policy obtained by Gendron's assignees, and whether there was an insurable interest in it. Prior to Gendron's death the general agent enquired into the circumstances of the case, and authorized the agent, Michaud, to continue to receive the premiums from the assignee.

Held, that at the time Geudron applied for an insurance on his own life, and his application was acceded to, and the policy sued upon executed, he effected *bona fide* an insurance for his own benefit, and as the contract was valid in its inception, the payment of the premium when made had relation back to the date of the policy, and the mere circumstance that the assignee (the insurance having been effected without his knowledge, and there being no collusion between the parties) paid the premium and obtained an assignment, could not make it a wagering policy.

GWYNNE J., dissenting].

Doutre, Q.C., for appellant.

S. Bethune, Q.C., for respondents.

New Brunswick.]

SWIM v. SHIREFF.

Contract to cut lumber—Vesting of property—Writ of replevin—Justification—Pleading.

In November, 1874, one Arbo agreed in writing with one Muirhead to get logs off land under Muirhead's control, and that they should be Muirhead's property as cut down. In December following one Maroney agreed with Arbo to cut and haul logs for him from the lands specified in the agreement between Arbo and Muirhead, Arbo agreeing to furnish Maroney with supplies to get the logs. Maroney cut logs under this agreement, and hauled them to the landing. In November, 1875 (the logs not having been driven, and Arbo not having furnished sufficient supplies), he and Maroney rescinded their agreement, Maroney giving his note to Arbo for the supplies delivered. The logs remained on the landing, and in February, 1876, they were seized as the property of Arbo (who had become insolvent), under a writ of attachment issued under the Insolvent Act of 1875. In May, 1876, Maroney sold the logs to the plaintiff, who drove them to the boom of the S. W. Miramichi river, where they were replevied by the assignee of Arbo's estate. The plaintiff put in a claim of property in them, and the Sheriff returned the writ of replevin with such writ, to the attorney who issued the writ. No writ *de prop. prob.* having been issued, the Sheriff kept possession of the logs, and the plaintiff (appellant) brought an action of trespass against the Sheriff, alleging that he had seized and taken the pliantiff s goods, to wit, certain timber. and disposed thereof to his own use.

The defendant pleaded—1 Not. guilty. 2. That the said goods were not nor were any of them the plaintiff s, as alleged. 3. That the goods in question were the goods of Ellis, assignee in insolvency of one Arbo, an insolvent, and that the defendant did what is complained of by the authority and permission and license of such assignee. 4. That the goods in question were the goods of one Muirhead, and that the defendant did what is complained of by the authority and permission and license of said Muirhead. 5. That the goods in question were not the goods of the plaintiff, but the same were the property of the defendant.

Issues were joined on these pleas. As there was no dispute as to facts, the parties entered into an agreement at the trial whereby it was agreed that a verdict should be entered for the plaintiff for $1,554.81, the full value of the logs at $5.50 per M. and 15 cts. survey, and that, if the Court should be of opinion that the plaintiff was not entitled to recover the Maroney logs—that is certain logs cut by Maroney, then the verdict was to be for 63 *M.*, calculated at the same rate.

Held, [FOURNIER and HENRY, JJ., dissenting] that the logs having been cut off lands under Muirhead's control by Maroney, as servant of Arbo, Maroney was not the proprietor of the logs, and therefore that plaintiff, who claimed through Maroney, was not entitled to recover the value of the Maroney logs.

Sir W. J. RITCHIE, C. J., was also of opinion that the judgment appealed from should be affirmed, but solely on the following ground:—It having been proved on the trial without objection and made part of the case, that the logs in question were seized by the defendant as Sheriff under a writ of replevin issued in the Supreme Court of New Brunswick directing him to take the logs in question, the Sheriff was justified in taking the logs thereunder, and that as against the plaintiff it was no wrongful taking or conversion. That this defence could be given in evidence under the pleadings in the cause; or, if it could not be so given, this being a strictly technical objection, and this defence having been put forward on the trial without objection, and no such technical point reserved on the trial, if necessary the record should be amended.

Per GWYNNE, J.—That under the issue joined under the 2nd plea, the defendant could have proved all matters alleged in the 3rd and 4th pleas, and that it was unnecessary to decide whether joinder in issue being filed to these pleas, put in issue anything but a *jus tertii* for that the parties plainly, by what took place at the trial, and the reservation then made for the consideration of the Court, rested the case solely upon the question of property without regard to any question as to whether defendant acted under such authority.

The appeal was dismissed with costs.

Barker, Q.C., for appellant.

Weldon, Q. C. for respondent.

QUEEN'S BENCH.

IN BANCO—JUNE 25.

REG. V. HODGE.

Liquor License Act—Power of Local Legislature.

The defendant was convicted of selling liquor to a child under 14 years of age, and of permitting a game of billiards to be played during prohibited hours on Saturday evening. An application was made to quash the conviction on the grounds, that the resolutions passed by the License Commissioner for the purpose of regulating the conduct of taverns were entirely in excess of their authority; that they claimed to derive their authority from the Ontario Government, and he urged that that assembly being the outcome of the British North America Act, had no power to delegate to others the power which they had in themselves.

Held, that the convictions on both charges were bad, and a rule was made absolute to quash them. The Court considered that the Ontario Legislature had no power to delegate to these commissioners the right to create new offences, whereon to convict for infringement of them.

J. K. Kerr, Q. C., for the defendant.
Fenton, for the Crown.

REG. V. FRAWLEY.

The defendant was convicted for selling liquor without a license, and sentenced to imprisonment with hard labour. A rule *nisi* was granted to quash the conviction on the ground that the Ontario Legislature had no power to impose hard labour with imprisonment, or in fact at all. That its jurisdiction was only to the extent of imprisonment and nothing more.

Held, that the conviction was bad, as the Ontario Legislature are not vested with the power to impose hard labour. They derive their right to punish offences from sec. 92, clause 15, of the British North America Act, which provides "for the imposition of punishment by fine, penalty, or imprisonment, for enforcing any law of the Province made in relation to any matter coming within any of the classes of subjects enumerated in the section." This, however, contains no provision as to hard labour, which is a matter *ultra vires*.

Osler, for the defendant.
Hodgins, Q. C., for the Crown.

GRAY V. TAIT.—Rule *nisi* discharged.

BAILLIE V. DICKSON.—Rule absolute for a new trial without costs.

QUEEN *ex rel.* CLANCY V. MACKINTOSH.—Rule absolute, setting aside the election of defendant with costs, and for a new election.

WOOD V. THOMPSON.—Rule discharged with costs, Cameron, J., dissenting.

SMITH V. KEOWN.—Rule absolute tor a new trial without costs.

WALTON V. YORK.—Rule discharged with costs.

HAMILTON V. HARRISON.—Rule absolute for a new trial without costs.

TAYLOR V. MCMILLAN.—Rule absolute to enter a verdict for plaintiff for $300, with full Queen's Bench costs.

NEWMAN V. SHANLY.—Rule discharged.

DREW V. EAST WHITBY.—Rule absolute to enter a nonsuit.

PARRY V. HALLIDAY.—Rule absolute for a new trial, to be tried by a judge, costs to abide the event.

HOWIE V. KENT.—Rule absolute for a new trial, without costs.

LAING V. ONTARIO L. AND S. CO.—Rule absolute to enter a verdict for plaintiff for $289, declaration to be amended.

FISHER V. GEORGIAN BAY CO.—Rule absolute to set aside verdict on the first count, without costs.

WATSON V. MACDONALD.—Rule discharged.

BARR V. BRANTFORD.—Rule discharged.

GRIFFIN V. MCKENZIE.—Rule discharged with costs.

QUEEN V. COLEMAN.—Rule discharged with costs, Cameron, J., dissenting on one of the points raised.

GREENMAN V. WHITE.—Rule absolute for a new trial by a judge without jury, costs to abide the event.

(These cases will be more fully noted hereafter.)

VACATION COURT.

Armour, J.] [June 21.

IN RE ALBERMARLE & EASTNOR.

Municipal act, sec. 383—Award.

Sec. 383 of the Municipal Act is imperative,

and failure to comply with it is fatal to the award.

The award in this case was set aside, as the Court could not from what was before it, understand why the arbitrators had so found.

There had been two previous awards, and references back, and much expense having been incurred, consisting largely of the arbitrators' own fees, the Court refused a further reference back, but ordered the matters to be taken before the County Court Judge, unless such facts could be agreed on as would facilitate the Court's deciding the matter.

Aylesworth, for applicant.

H. J. Scott, contra.

COMMON PLEAS.

IN BANCO—JUNE 24.

REGINA EX REL. DWYER V. LEWIS.

Quo Warranto—Municipal elections—County Court usage—Jurisdiction.

A County Court judge directed the issue of a writ of *Quo warranto* returnable before himself to test the validity of the election of an alderman of the city of Ottawa. Before appearance he set aside all proceedings with costs, on certain exception to the writs being taken before him.

An application to a judge of the Superior Court for a mandamus to compel the county judge to try the case was refused on the ground that the county judge had power to set aside the writ, and that his powers under the Municipal Act being co-extensive with those of a Superior Court judge, in such case there was no ground for interference.

On appeal to the full court.

Per WILSON, C. J., That the County Court judge had such power, and that the mandamus was properly refused.

Per OSLER, J., That he had no such power, and that the mandumas should have been granted.

GALT, J., took no part in the judgment.

The Court being equally divided, the case dropped.

Cogden, for the plaintiff.

Aylesworth, for the defendant.

SUTTON V. ARMSTRONG.

Chattel mortgage—Assignment—Intent of parties—Regulation of bills—Evidence—Trespass.

Action of trespass for seizing a quantity of grain. The seizure was made under powers therefor contained in one or both of two chattel mortgages, for the mortgagors default in selling certain of the goods without the mortgagee's consent. Both of the mortgages were executed on the 26th May, 1880, by the plaintiff to one J. G., and comprised the same goods and chattels, namely: a quantity of farming implements and stock, and all the grain in hand or in the ground upon certain land named, twenty-six acres of spring wheat, etc. One of its mortgages being to secure $215 and interest. The other being, as it recited, security for certain promissory notes of the mortgagor for $520 endorsed by the mortgagee. These notes had been discounted by the defendant who was the holder thereof. On the 26th July both these mortgages, together with the goods and chattels comprised therein, were severally assigned to the defendants by assignments executed by R. G., under a power of attorney from J. G., on 22nd July, or two days previously. R. G. and J. G., who had been trading in partnership, assigned to two persons, O. and K., upon certain trusts for the benefit of creditors, amongst other things, all the grain from stock, crops, whether growing or cut, and all other chattels and effects of the said assignor, or either of them, upon the said land, or otherwise, wheresoever situate, as also all mortgages, and all other personal estate wheresoever situate of the said assignors, or either of them, or in which any or them had any right or interest.

Held, that the terms of the deed of assignment were sufficient to include the mortgages and the goods comprised in them; and, therefore, as regarded the first-named mortgage, their being no contrary intention, it passed under the deed, so that the subsequent assignment of that mortgage to defendant was of no avail; but as regarded the other mortgage, the defendant being the beneficial owner thereof, and the mortgagee having no interest therein, there was an intention that it was to pass under the deed, and therefore the mortgage passed to defendant under the assignment to him.

The defendant was therefore held entitled to justify under this mortgage.

Semble.—That there was evidence to show that the plaintiff recognized the defendant's title as assignee.

Dixon (of Lindsay) for the plaintiff.

William Mulock for the defendant.

WALTON v. CORPORATION OF THE COUNTY OF YORK.

Appeal—Appeal allowed—Disposal of rule nisi in court below.

In an action for negligence in not keeping in repair a county road, the jury found for the plaintiff. A rule *nisi* having been subsequently obtained to enter a non-suit, on the ground that no actionable negligence had been proved, and also for a new trial on the merits, this court made the rule absolute to enter a non-suit. On appeal to the Court of Appeal the court allowed the appeal, and directed the rule *nisi* to enter the non-suit to be discharged, but stated that as to that part of the rule *nisi* in which a new trial was asked they made no order, but left it to be disposed of by this court. On motion to this court to dispose of the matter,

Held, (WILSON C.J., dissenting) that this court could not now interfere. That the said rule *nisi* was completely and finally disposed of, so far as this court was concerned, by the rule making it absolute to enter a non-suit, and if the defendants had desired to have the question of the new trial reserved, in case of an appeal on the non-suit disallowed, that should have been done at the time.

Donovan, for the plaintiff.

J. K. Kerr, Q. C., for the defendants.

VANDERLIP v. SMYTH.

Road Company—Check gate—Authority to erect.

The plaintiff, a stage driver, residing in the town of Thorold, was in the habit of plying and driving St. Catharines, Thorold and Suspension Bridge Road Company's passengers over that part of the road—a company incorporated under C. S. U. C. ch. 49, and previous Acts—between Thorold and the terminus of the St. Catherines-street railway (laid down on the line of the road) a distance of about two miles. There was a principal toll-gate beyond the terminus of the street railway, and another in the opposite direction beyond the plaintiff's starting point, the distance between them being nearly three miles. The defendant, who was the lessee and manager of the road, erected a check-gate across the road at a point within the space travelled by the plaintiff, distant 22 chains 53 links from the street railway terminus, and 41 chains and 40 links from the gate beyond, and then enforced payment of toll on the plaintiff, giving a ticket which entitled the holder to pass through the gate beyond.

Held, that the statute conferred the power to erect such check-gate.

The company consisted of some four persons, two of whom, F. and another, personally signed an authority to the defendant to erect the gate, and F. signed for the other two under a power of attorney, for the management of their estate, which though very full in its terms, did not specially refer to this road, but after action commenced these other two persons ratified and confirmed F.'s act by endorsement on the back of the authority.

Held, sufficient.

McClive, for the plaintiff.

Bethune, Q. C., for the defendant.

RE MEAD AND CREARY & THE DOMINION LOAN AND SAVINGS CO.

Division Courts—Garnishing debt—Amount beyond garnishee's jurisdiction—Notice—43 Vic. ch. 8, sec. 14—Construction of.

Held, that a primary creditor having a claim agalnst a primary debtor within the jurisdiction of the Division Court can garnish a debt due by a third person to the primary debtor as to which, as between the primary debtor and the garnishee, a suit could not be maintained in the said court by reason of the amount being in excess of the jurisdiction.

Held, also, that the notice mentioned in sec. 14 of 43 Vic. ch. 8, O., refers to suits otherwise of the proper competence of the Division Court, but which have been brought in the wrong division, and that the section does not operate to give jurisdiction in default of notice as to

causes of action over which the Division Courts Act expressly enacts that these courts shall not have any jurisdiction. (See *ante* p. 82.)

R. M. Meredith, and *Aylesworth* for the primary creditor.

J. R. Roaf for the garnishee.

MONTREAL CITY AND DISTRICT SAVINGS BANK v. CORPORATION OF PERTH.

Debenture—Condition precedent—Presentation and surrender—Pleading.

In this case, which was reheard before the Full Court, the judgment of OSLER J., was affirmed.

Richards, Q. C. for the plaintiffs.

R. Smith, (of Stratford) for the defendants.

CARLISLE v. TAIT.

Chattel mortgage—Agent of bank—Affidavit of bona fides—Statement of knowledge of circumstances—Purchase under mortgage—Necessity to register bill of sale.

Where the agent of a bank makes the affidavit of *bona fides* to a chattel mortgage, it must appear either in the affidavit of the agent, or in some other way from the mortgage or other paper filed with it, that the agent is aware of the circumstances connected with the transaction.

Semble, per WILSON C. J., that the purchaser at a sale by the mortgagees, under the power of sale contained in the mortgage, leaving the mortgagor in possession, is protected so long as the mortgage under which he bought has the protection given it by registration; but when the term of the mortgage expires, the purchaser is no longer protected unless he takes actual possession, or procure and register a bill of sale from the mortgagee.

Falconbridge, for the plaintiff.

McClive, for the defendant.

MILL v. KERR.

Assignment for benefit of creditors—Deed of—Restriction to partnership creditors—Validity—Parol evidence.

G. and W. carrying on business under the name of G. & W., becoming indebted to several persons, and unable to pay their debts, executed a deed of assignment to the plaintiffs, "of all the estate of the partnership of G. & W., and of all the furniture, goods, chattels, and effects whatsoever (the personal apparel of himself and family excepted), now being in and about the dwelling-house and premises of the said G., to pay all the creditors of G. & W., who were in insolvent circumstances." It was proved that there were separate creditors.

Held, that the deed was void, as providing only for the partnership creditors, and that the intent of the parties that the deed was to include the separate creditors, could not be supplied by parol evidence.

Bethune, Q.C., for plaintiff.

Rose, for the defendant.

CANADA PERMANENT LOAN, &C., SOCIETY v. MCKAY.

Ejectment—Possession—Statute of Limitations.

In 1851 the defendant agreed to buy the land in question, his father, who lived in Scotland, sending the money to do so, though not to the defendant, but to another son, Dr. McKay, and by family arrangement the deed was taken in the name of the defendant's son, W., then about twelve years old, which was registered. The defendant and his family moved to the land, and resided there ever since, the family residence, with the garden and orchard about it, comprising in all about from two to four acres, being deemed to be the defendant's special property, and he had always exclusive possession thereof. W. resided with his father for several years and then went to the United States, but returned in 1869, when he conveyed in fee to his step brother, one H., who had full knowledge of all the facts and circumstances. The defendant also at the time complained to him, denying W's. right to sell. H. in 1870, and again in 1874, mortgaged the land to the plaintiffs, The land, except the house and plot, was worked on shares by H., the defendant, and another, and the defendant was assessed and paid the taxes on the whole lot. The plaintiff had no notice or knowledge of any of the circumstances, or of the defendant's possession.

The conveyance from W. to H., as also the mortgages from H. to the plaintiffs, were duly registered.

Held, that the plaintiffs, under their registered paper title were entitled to recover, except as to the house and plot, as to which the defendant, by his exclusive possession thereof, has acquired a title under the Statute of Limitations.

C. Robinson, Q.C., for the plaintiffs.
Maclennan, Q.C., for the defendant.

LEE v. PUBLIC SCHOOL BOARD OF TORONTO.

Public Schools—Trustees—Disqualifying contracts—Special case—Mandamus and injunction.

Held, OSLER J. doubting, on a special case, stated on the opinion of the Court of Chancery and transferred by order of a judge thereof to this court, that the fact of the Public School Board of the City of Toronto entering into an agreement with and purchasing their stationery and school supplies from a publishing company and having obtained gas from a gas company and insured their property in certain insurance companies, of which said companies the plaintiff was a stockholder, did not disqualify him as a trustee of the school board and render his seat vacant under 44 Vict. ch., 30, sec. 13, O.

Per OSLER J. that he was not satisfied that this Court could properly entertain the case, no fact being disclosed upon which the court could exercise the jurisdiction of granting an injunction at law under the Act relating to mandamus and injunctions, R. S. O., ch. 52, sec. 30, no wrongful act having been actually done by the school board, but merely an injury to the plaintiff's rights threatened, and that his doubt as to the disqualification arose from the fact of the contracts, especially those made with the publishing company, appearing to him to be rather within the mischief of this act, and that though not disposed to dissent he should feel himself at liberty to re-consider the question more fully should it again be presented in a form in which a binding judgment could be given.

H. J. Scott, for the plaintiff.
Howard, for the defendants.

CHANCERY.

Boyd, C.] [June 1.

FOX v. NIPISSING.
GOODERHAM v. NIPISSING.

Appointment of receiver.

After a decree had been pronounced directing the appointment of a receiver, but before the appointment was completed, the defendant company had made a payment to a creditor, which the petitioner, a judgment creditor, alleged to be a fraudulent preference, and moved for an order that the receiver should contest the question.

Held, that as the payment complained of took place before the actual appointment of the receiver it was more reasonable that those who were interested at that time as parties to the suit, and who objected to what had been done, should in person apply for the appropriate relief.

G. F. Blackstock, for the motion.
Maclennan, Q. C., contra.

Proudfoot, V. C.] [June 14.

KING v. DUNCAN.

Insolvent debtor—Chattel mortgage—Collusion—Judgment on breach of covenant and on common counts—R. S. O., ch. 118.

L. being in insolvent circumstances executed a chattel mortgage to D., who was cognizant of his state; and shortly after the execution thereof, in collusion with the mortgagee, but against an expressed prohibition, made a delivery or pretended sale of the goods to one M., which was contrary to the terms of the mortgage, and the mortgagee sued for breach of the covenant therein, adding the common counts; the mortgage having then three months to run.

Held, that the mortgage and judgment, so far as the covenant was concerned, were void, as being a fraud upon creditors.

The mortgagor was really indebted to the mortgagee upon an account, though the time for payment was extended three months by the mortgage.

Held, that the mortgagee was entitled to retain his judgment on the common counts as there was not any violation of the Act (R. S.

O., ch. 118,) in the debtor when sued not insisting on the fact of the credit not having expired, or that the debt had been merged in the mortgage.

W. Cassels, for plaintiff.

C. Moss, for defendant.

STARK v. SHEPPARD.

Vendor and Purchaser—Mortgage—Costs.

The plaintiff purchased a house and lot from defendant for $2000, paying $1000 in cash, and assuming a mortgage to a building society "on which $664 is yet unpaid," and giving a mortgage to the defendant for the balance. The defendant covenanted that he had not incumbered, save as aforesaid. Subsequent enquiries shewed that there were due the society seventy-one monthly instalments of $16.75, in all, $1189.25, and the plaintiff insisted that he was entitled to credit from the defendant for the difference between $664 and the latter sum. But;

Held, that the plaintiff was entitled to retain in his hands, only the cash value of the mortgage at the date of his purchase, if the society would accept it, if not then such a sum, as with interest on it, would meet the accruing payments.

The defendant by his answer, admitted an error in the computation of the amount due the society, and offered to pay the difference between the $664 and what he alleged was the cash value and costs up to that time.

Held, that in the event of the society accepting present payment of the cash value, the defendant was entitled to his costs of suit, subsequent to answer.

C. Moss, for plaintiff.

A. MacNab, for defendant.

WEBSTER v. LEYS.

Will, construction of— Vested interest.

The testator gave £1500 by his will to his widow, and in the event of her marrying again or dying intestate, this sum was at her death to be divided share and share alike among "my heirs (my brother's children"). The widow did marry again, and a daughter of W., a brother of the testator, died after the marriage but before the death of the widow, and so before the time for distribution.

Held, that the rule in such cases is, that a bequest in the form of a direction to pay, or to pay and divide at a future period, vests immediately if the payment be postponed for the convenience of the estate, or to let in some other interest; that the intention here was to let in the life estate of the widow, and that this was a share vested in the deceased child of W., which passed to her representatives.

D. Black, for plaintiff.

C. Moss, for defendant.

HUNTER v. CARRICK.

Patent of invention—Infringement of Patent.

In November, 1879, the plaintiff obtained a patent for new and useful improvements in bakers' ovens, which was expressed to be "In combination with a baker's oven, a furnace, 'D,' set within the oven but below the sole 'A.'" This patent he surrendered, and a new one issued in August, 1880, on the ground that the first was inoperative by reason of the insufficiency of the description. The new patent was for the unexpired portion of the five years covered by the first patent. The claim of invention, as set forth in the specification, was, 1st, In a fire pot or furnace placed within a baker's oven below the sole thereof, and provided with a door situated above the grate. 2nd, In a fire-pot or furnace placed within a baker's oven, provided with a door above the level of the sole of the oven, and connected with the said furnace by an inclined guide. 3rd, In a flue, 'H,' leading from below the grate 'B' to the flue 'E.' 4th. In a baker's oven, provided with a circular tilting grate situated below the sole of the oven, and provided with a door. 5th. In a cinder grate, 'F,' placed beneath the fire grate 'B,' in combination with a flue 'H.' The plaintiff, in his specifications, claimed all these as his inventions; in his evidence he claimed each of the combinations to be the subject of the patent.

Held (1), if the plaintiff was correct in the latter view, that the last four combinations being new, the first patent could not have been inoperative as to them; and the second patent in respect of these must be construed as an inde-

pendent one, issuing for the first time on its date, and as all other than the first combination had been used for upwards of a year prior to the patent, he was not entitled to a patent therefor. (2), that the 5th combination of previously known articles, as applied to a baker's oven, which was productive of results which were new and useful to the trade, was a subject of a patent.

Some of the devices were in use before the patent, but numerous witnesses engaged in baking testified that they never knew of the combination before the plaintiff's invention.

Held, that the defence of want of novelty failed.

Held, also, that the first combination in the patent of 1880 was such an amendment as is contemplated by section 19 of the Act 35 Vict., ch. 26.

The defendant's oven was completed early in July, 1880, and before the re-issue of the plaintiff's patent; they had in use the first and fourth combinations, and continued to use them after such re-issue.

Held, that there was not any remedy for the intermediate user, as the patent was then inoperative; but as to any subsequent infringment, the user under the defective patent could not operate as a defence.

The plaintiff having succeeded as to part only of his claim, no costs were given to either party up to the hearing.

A reference as to damages having been directed, subsequent costs were ordered to abide the result.

W. Cassels, for plaintiff.

McMichael, Q. C., for defendant.

DICKSON v. MCMURRAY

Joint Stock Company—Election of directors—Scrutineers.

At a meeting of the shareholders of a company, the capital stock of which was held by a few, a chairman was elected by a majority of the votes of those present, without regard to the stock held by them. Two of the shareholders, who were also provisional directors, and who were candidates for re-election, were appointed scrutineers in the same manner, and directors were then elected, excluding the plaintiff. The plaintiff was President of the Company, and held a large amount of stock, sufficient with those who were favourable to him, to have controlled the vote if it had been taken according to shares. It was the duty of the scrutineers to decide as to what votes were valid, and they also, with the aid of legal advice, interpreted, an instrument under which the plaintiff had advanced a large sum of money to start the company, and which provided for the future disposition of the shares of the company held by the plaintiff as a security for his advances.

Held, that the duty of the scrutineers was so plainly in conflict with their interest as candidates for the directorate that they were disqualified from so acting, and the election was set aside, and a new election ordered.

W. Cassels, for plaintiff.

Maclennan, Q. C., for defendant.

VINDEN v. FRASER.

Fraudulent conveyance—Chose in action.

The defendant W. was married in 1849 without any settlement. He was appointed and acted as executor of the estate of his wife's father, and acting on behalf of his wife he received large sums from the estate which he borrowed from her:—£7,600 before 1859, and £2,800 in 1879; all such moneys being charged to the wife in the books of the estate. The conveyances impeached in this suit were of lands which, with other property, had been purchased by the husband with the moneys so received on account of his wife, the deeds for which, however, had been taken in the name of W. The mother of his wife had frequently requested W. to settle these properties on the wife, and which he promised to do, and in 1873, when he with his wife was about to visit Europe, W. did convey the property in question to the wife. In 1872 and 1873 W., jointly with one C., entered into extensive speculations and made a considerable amount of money. In 1873 W. endorsed C.'s note for $10,000, which C. discounted, and the same remained unpaid, and W. in 1874 gave his cheque to the plaintiff for $4,000 on which this suit was instituted.

Held, (1) that as to the £7,600, W. having acted for his wife in obtaining this money from her father's estate, and having never made any

claim thereto in exercise of his marital right, having borrowed it only, which was established by the testimony of the wife's mother, there was no reduction into possession by the husband of the money. (2) And as to the £2,800 the *onus* was upon the plaintiff to establish a gift to the husband by the wife, which he failed to do: on the contrary, the evidence showed it to have been a loan.

When W. incurred the liability for C., he was in affluent circumstances, and continued to be so for a year after the conveyance impeached in this suit; after which period the liability to the plaintiff was incurred:

Held, that the plaintiff was not, in respect of his own claim, in a position to impeach the conveyance, and could not be in a better position than the prior creditors, who clearly could not have avoided the transaction as the settlement was made when the settlor, in a pecuniary point of view, was well able to make it.

Maclennan, Q.C., for plaintiff.
Benson, Q.C., for defendant.

CHANCERY CHAMBERS.

Boyd, C.] [May 31.

TRAVISS v. BELL.

Production—Lunatic plaintiff.

Where a person of unsound mind, not so found, sues by a next friend the usual præcipe order to produce is sufficiently obeyed by the affidavit of the next friend, and if the defendant is willing to accept the next friend's affidavit, he is bound to make it.

Ewart, for plaintiff.
H. Cassels, for defendant.

Ferguson, V. C.] [June 16.

MACDONALD v. WORTHINGTON.

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

A decree was made which, among other things, directed the payment out to the defendant, of a large sum of money, paid into court pending the suit. The plaintiff appealed from the decree, and under an order allowing him to do so, paid into court four hundred dollars as security for the cost of appeal. Subsequently an order was made that, upon the plaintiff's furnishing security to the amount of two hundred dollars, for the difference between court interest and the legal rate, the proceedings be stayed so far as the order for payment out of the money in court was concerned. From this order the plaintiff appealed.

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

A. M. Macdonald, for plaintiff.
H. Cassels, for defendant.

Boyd, C.] [June 22.

FULLER v. MACLEAN.

Report—Long vacation—Notice.

Held, affirming the order of the Referee that a Report made during the long vacation in contravention of G. O., 425 is, as against a party who has had no notice of the proceedings, null and void.

Boyd, C.] [June 22.

RE IDINGTON v. MICKLE.

Costs—Solicitor—Taxation—R. S. O. ch. 140.

A bill between solicitor and client will not be referred to the Master in ordinary for taxation against the provisions of R. S. O., ch. 140 sec. 33, which enacts that it shall be referred to the proper officer in the Co., in which any of the business charged for was done. Upon payment of all costs of application to date, the solicitors to be at liberty to amend their bill.

H. Cassels, for the motion.
Hoyles, contra.

Proudfoot, V. C.]

RE COLTON.

FISHER v. COLTON.

Administration—Suretyship—Executor de son tort—Practice.

It is competent to the Court on a proper case being made, to appoint a personal representative to an estate (or to dispense with one altogether) and then to direct the administration of the estate.

Where the claim against a deceased's estate is one arising out of a contract of suretyship, the Court will not, unless by consent, direct its investigation except on a bill filed.

Semble.—That administration of an estate will not be ordered by the Court where no legal personal representative has been appointed or dispensed with, though an executrix *de son tort* is before the Court.

Hoyles, for motion.
H. Cassels, contra.

Boyd, C.] [June 22.

IN RE FERGUSON.

Custody of infant—Imbecility of parent.

While the undoubted natural right of a father to the custody and guardianship of his child is undisputed, and while the law imputes ability and inclination to the parent to perform his duty to his child, the right is yet founded upon his actual capacity to discharge this duty, and under certain circumstances the superior claim to the custody of his offspring may be suspended while the incapacity lasts.

A child, three years old, was placed with its maternal grand-parents, who were childless, after the death of its mother. They were comfortably off, treated the child kindly, were willing to educate it, and the grandfather had made a will, in its favor. The father was suffering, and was much enfeebled, both mentally and physically, from the effect of paralysis, and on examination he did not seem to comprehend what the effect of these proceedings were. He had been supported by the persons in whose custody the child was for some time, and a scheme for the future welfare of the child was proposed on his behalf.

The Court refused to make any order changing the position of the parties, as it appeared to be more for the welfare of the child that the father should not have the custody.

Counsel for the respondents requested that the petition be dismissed, as it would appear on the file as a pending proceeding if no order was made, whereupon an order was made dismissing the petition.

Hoyles, for the petition.
Symons, contra.

CORRESPONDENCE.

Our Reports.

To the Editor of the CANADA LAW JOURNAL.

SIR,—Except for your valuable paper it would be difficult to know to the extent we do what the practice is in many points, and what decisions have been arrived at in other matters of interest. This should not be so, with the large staff of reporters we have. It is not fair to the practitioner in Toronto, but with the facilities of attendance at Court possessed there it is a matter of small moment compared to the position of the gentlemen in the country. The usual rule appears to be that no case is reported or even noted unless a judgment in writing be given. This view pervades the reporters from Chambers to the Court of Appeal. A case may be elaborately argued by counsel learned in the law who have admirably presented their case. The point may be one which has but recently engaged peculiarly the time and attention of the Judge, and who has gone over previously, and well considered each question raised by counsel, and therefore feels that nothing but delay can be gained by postponing judgment, thereupon proceeds and disposes of the case in such a manner that both parties are compelled to accept it, as laying down truly the law, and correctly stating the facts; and yet no note is to be found in this decision, as the Judge did not put the case under his pillow, and after sleeping into a state of forgetfulness of the facts and mistiness as to the law, for a year, elaborate a preparation in writing which favours a considerable item in our unread reports. There are cases of great moment decided, from the Practice Court up to the highest Court of our Province, which should have a place in our regular reports, but which are passed over unnoticed. It is a matter of great moment when, as it is with us, a new system is about to be introduced, that all the decisions should be speedily and accurately reported. With the press of work, it is not resonable to expect that these decisions should be in writing. Our present reporters should have the option, either to turn over a new leaf

and report unwritten judgments, or else they should be replaced by men that will do so.

Yours truly,

BARRISTER.

[See remarks on p. 253. ED. L. J.]

Law Society curriculum.

To the Editor of the CANADA LAW JOURNAL:—

SIR,—I wish to call your attention to the alterations made by Convocation this month in the curriculum of the Law Society.

A great many students take "Fitness" and "Call" during the same term, consequently they require more than six months' notice, especially when the changes are many.

I therefore respectfully call the attention of the Benchers to this matter, and would urge an extension of time, so far as attorney and barrister examinations are concerned, until next May.

It is evident that the new Benchers do not recognise the N. P., for they have struck off the two Canadian books on the list for Call.

I am, &c.,

A STUDENT.

COURT ANNOUNCEMENTS.

COURT OF CHANCERY.—Between the 21st August and 1st September the Court will not sit for the hearing of any cause or application except such as may be disposed of in vacation. During this period the Master's office will be open each day (Sundays excepted) from 10 to 12 a. m., for the purpose of making appointments. The other offices will be open during the same hours for the transaction of such business as shall not require the attendance of the opposite party, and as may be transacted in vacation.

Vacation business.—During vacation applications of an urgent nature are to be made to Vice-Chancellor Ferguson. He will be at Osgoode Hall at 11 on each Tuesday. Papers relating to applications are to be left with the Registrar or Assistant Registrar on previous Fridays. Applications for leave to serve notice of motion may be made to the Registrar or Assistant-Registrar.

In any case of urgency the brief of counsel is to be sent to the Vice-Chancellor, accompanied by copies of the affidavits in support of the application, and also by a minute on a separate sheet of paper signed by counsel, of the order he may consider the applicant entitled to, and an envelope capable of receiving the papers, addressed as follows;—To the Registrar of the Court of Chancery (vacation business), Osgoode Hall, Toronto—containing stamps for postage.

On application for injunctions or writs of *ne exeat* Provinces in additon to the above there must also be sent an office copy of the bill.

The papers sent to the Vice-Chancellor will be returned to the Registrar's office.

The Vice-Chancellor's address can be obtained on application at the Registrar's office.

By order of the Court.

GEO. S. HOLMESTED.

Registrar.

June 27th, 1881.

BOOKS RECEIVED.

A manual of the practice of the Supreme Court of Judicature, England; by John Indermaur. London: Stevens & Haynes, Bell-yard, 1881.

A collection of Latin Maxims, literally translated. Steven & Haynes, Bell-yard, 1881.

1881.—CHANCERY AUTUMN CIRCUITS.

Vice-Chancellor Ferguson.

Toronto	Tuesday	1st Nov

EASTER CIRCUIT.

The Chancellor.

Lindsay	Monday	3rd Oct.
Peterborough	Friday	6th Oct.
Cobourg	Tuesday	11th Oct.
Belleville	Friday	14 Oct.
Cornwall	Thursday	3rd Nov.
Ottawa	Tuesday	8th Nov.
Brockville	Tuesday	15th Nov.
Kingston	Friday	18th Nov.

WESTERN CIRCUIT.

Vice-Chancellor Proudfoot.

Stratford	Monday	12th Sept.
Goderich	Thursday	15th Sept.
Sandwich	Tuesday	20th Sept.
Chatham	Friday	23rd Sept.
Woodstock	Thursday	29th Sept.
Walkerton	Friday	21st Oct.
Sarnia	Tuesday	25th Oct.
London	Thursday	27th Oct.

HOME CIRCUIT.

Vice-Chancellor Ferguson.

Guelph	Tuesday	6th Sept.
Brantford	Tuesday	13th Sept.
Simcoe	Friday	16th Sept.
St. Catharines	Wednesday	21st Sept.
Barrie	Tuesday	4th Oct.
Owen Sound	Tuesday	11th Oct.
Whitby	Tuesday	18th Oct.
Hamilton	Friday	21st Oct.

AUTUMN ASSIZES.

EASTERN CIRCUIT—CHIEF JUSTICE OF C. P.

1	Pembroke	Tuesday	20th Sept.
2	Perth	Monday	26th Sept.
3	Ottawa	Monday	3rd Oct.
4	L'Original	Monday	17th Oct.
5	Cornwall	Monday	24th Oct.

MIDLAND CIRCUIT—CHIEF JUSTICE OF Q. B.

1	Belleville	Monday	12th Sept.
2	Kingston	Monday	26th Sept.
3	Brockville	Monday	10th Oct.
4	Picton	Tuesday	18th Oct.
3	Napanee	Tuesday	25th Oct.

VICTORIA CIRCUIT—MR. JUSTICE ARMOUR.

1	Brampton	Tuesday	13th Sept.
2	Whitby	Monday	19th Sept.
3	Lindsay	Monday	26th Sept.
4	Peterborough	Monday	3rd Oct.
5	Cobourg	Monday	24th Oct.

BROCK CIRCUIT—MR. JUSTICE PATTERSON.

1	Orangeville	Tuesday	20th Sept.
2	Owen Sound	Monday	26th Sept.
3	Walkerton	Monday	3rd Oct.
4	Woodstock	Monday	10th Oct.
5	Goderich	Monday	17th Oct.
6	Stratford	Tuesday	25th Oct.

NIAGARA CIRCUIT—MR. JUSTICE MORRISON.

1	Milton	Tuesday	20th Sept.
2	Hamilton	Tuesday	27th Sept.
3	St. Catharines	Tuesday	11th Oct.
4	Welland	Tuesday	18th Oct.
5	Cayuga	Tuesday	25th Oct.

WATERLOO CIRCUIT—MR. JUSTICE GALT.

1	Barrie	Monday	12th Sept.
2	Guelph	Monday	26th Sept.
3	Brantford	Monday	10th Oct.
4	Berlin	Monday	17th Oct.
5	Simcoe	Monday	24th Oct.

WESTERN CIRCUIT—MR. JUSTICE BURTON.

1	London	Monday	19th Sept.
2	St. Thomas	Wednesday	28th Sept.
3	Sarnia	Tuesday	11th Oct.
4	Sandwich	Tuesday	18th Oct.
5	Chatham	Tuesday	25th Oct.

HOME CIRCUIT—MR. JUSTICE CAMERON.

1	Toronto (Assize and Nisi Prius.)	Tuesday	20th Sept.
2	Toronto (Oyer & Terminer, etc.)	Tuesday	25th Oct.

MR. JUSTICE OSLER will remain in Toronto to hold the Court each week, and Chambers.

FLOTSAM AND JETSAM.

CHARGING A JURY.—In a very interesting review of Judge Thompson's monograph, entitled "Charging the Jury," which recently appeared in the *Irish Law Times*, we find the following amusing illustration of how not to charge the jury: "The validity of a will was being tried in a Scottish court, when, the foreman of the jury having begged to be informed whether importunate solicitation was to be considered as undue influence, a learned judge thus impressively delivered himself: "It is only right, Mr. Foreman, that the jury should have recourse to this bench in all difficult and doubtful matters—and I trust, gentlemen of the jury, what I and my very accurate brother shall address to you, will afford all the necessary facilities necessary rightly to understand the issue you are to try. And, gentlemen of the jury, never did I address a set of men with greater satisfaction—men whose enlightened minds are capable of receiving, and of profiting by the information which they derive from the court. No men are more highly or more justly respected in the county from which they came—I know every one of you—and I take this opportunity to return my sincere thanks to the High Sheriff of the county of Galloway, for impaneling so respectable a jury. No cause would lose by being tried by any individual amongst you; and it must be satisfactory in the highest degree to the parties at issue to have their property in the hands of such men. Nor, gentlemen of the jury, can I sufficiently congratulate you, when I see the man I do at your head. I tell you what, Mr. Foreman, you are one of the cleverest men in the country, and the glory of our age and nation—you know you are—and there is no man in the community more capable of resolving the present difficulty than yourself—no man in the community of a sounder or more enlightened understanding—no man has better opportunities—no man is furnished with more ample means to assist his researches after truth. Gentlemen of the jury, when you go together to try this very important question you will receive such information from that man, that it would be strange indeed—with the legal assistance you derive from the bench—you could possibly fail of doing justice to the parties at issue in this cause. Your library, Mr. Foreman, is one of the most extensive and best chosen in the country; some of your volumes are really very neatly gilt (you know I admire them, I am very fond of books); and you are a man of penetrating and inquisitive mind; and with the information you possess, there is no man, I repeat it, in the community more fit for the position you now fill. I do not think, gentlemen of the jury, I need add anything further you will go together; and I have no doubt your decision will be equally satisfactory to both parties—equally an honor to your country and to yourselves.' 'Gentlemen of the jury,' then added the puisne judge, 'after the very exhaustive, judicious and accurate manner in which my laird has expressed himself, it will be the less necessary for me to take up your time in endeavoring to throw new light on what has already been so fully and so ably discussed. Gentlemen of the jury, importunate solicitations means nothing; but if you tease a man out of his life, and he afterwards makes a will in your favor, it ought, I think, to have some weight. Gentlemen of the jury, you are to try whether importunate solicitation be undue influence or not; you are the judges of the fact—the law on the subject I need not go more largely into, after what you have heard from my laird."

Law Society of Upper Canada.

OSGOODE HALL.

EASTER TERM, 44TH VICT.

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

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

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

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

GRADUATES.

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

MATRICULANTS OF UNIVERSITIES.

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

JUNIOR CLASS.

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

And the examination of William Lesslie Bealeswas allowed him as an Articled Clerk.

RULES

As to Books and Subjects for Examination.

PRIMARY EXAMINATIONS FOR STUDENTS AND ARTICLED CLERKS.

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

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

Articled Clerks.

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

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

Students-at-Law

CLASSICS.

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

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

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

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

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

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

Translation from English into Latin Prose.

MATHEMATICS.

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